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Contract Database Metadata Elements

Title: **Hempstead, Town of and Town of Hempstead Employees Unit, CSEA Local 1000, AFSCME, AFL-CIO, Hempstead Local 880 (2017)**

Employer Name: **Hempstead, Town of**

Union: **Town of Hempstead Employees Unit, CSEA, AFSCME, AFL-CIO**

Local: **Hempstead Local 880, 1000**

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Civil Service Employees Association, Inc.



NEW YORK'S LEADING UNION

LOCAL 880 • TOWN OF HEMPSTEAD EMPLOYEES

CHARLES SELLITTO
President

**COLLECTIVE
BARGAINING
AGREEMENT
2017 - 2021**



Town of Hempstead

ANTHONY J. SANTINO
Supervisor



MESSAGE FROM SUPERVISOR SANTINO



Dear Colleague:

The valued members of the Hempstead Town workforce consistently provide outstanding services to the residents our municipality services.

This agreement is the result of many weeks spent negotiating between the Town and CSEA 880, once again demonstrating the power of collective bargaining. It does not matter how far apart the parties start; it matters where they end up.

This is a fair agreement for CSEA Members and taxpayers alike, respecting precious taxpayer dollars while negotiating benefits for five years. What's more, careful budgeting, strict fiscal discipline and respect of both taxpayers and municipal employees have guided this process.

Thanks to the partnership between my administration and CSEA 880's leadership and negotiating team, this contract was negotiated in good faith and both sides endured a fair measure of give and take.

I strongly believe in a fair day's pay for an honest day's work. That is why labor and government collectively bargained and negotiated a five year contract that provides reasonable compensation and benefits to CSEA 880 members.

My Hempstead Town administration and the entire Town Board stand behind a workforce that takes its responsibility of public service seriously.

Sincerely,

A handwritten signature in black ink, appearing to read "Anthony J. Santino". The signature is fluid and cursive, with a large, stylized initial "A".

Supervisor
Town of Hempstead

MESSAGE FROM PRESIDENT SELLITTO



Dear Fellow Members:

These are extraordinary times where governments, large and small, are struggling to meet the growing demand for quality municipal services while still holding the line on taxes. We all share in the responsibility to get this done and the members of Local 880 have been especially adaptive and efficient at doing so.

In return, our members have the right to expect a quality contract that protects their interests, provides for their future and makes it possible to live in the very community that we serve. I am pleased to say that this new Collective Bargaining Agreement accomplishes all of these goals.

In addition to a salary increase in every year, the agreement also maintains health benefits at their current levels with no increases to our members for the next five years. It provides for improved optical & dental benefits along with several other new benefits including a permanent retirement incentive which has been well received by our members considering retirement.

Local 880 members have devoted their lives to providing the essential services that are fundamental to the quality of life enjoyed here in the Town of Hempstead. Supervisor Santino and the Hempstead Town Board have acknowledged your commitment to public service by unanimously approving this agreement.

I am truly proud to continue serving as your Local 880 President and will strive to make America's Largest Township an even a better place to live and work as the years roll by.

In solidarity,

A handwritten signature in black ink, appearing to read "Charles R. Sellitto".

President
CSEA Local 880

TABLE OF CONTENTS

06	AGENCY SHOP FEE
35	AGREEMENT, COPY OF
16	BEREAVEMENT LEAVE
22	BLOOD DONATIONS
22	CANCER SCREENING
23	CATASTROPHIC LEAVE
22	CHILD CARE LEAVE
06	DEDUCTIONS, OTHER
06	DEDUCTIONS, PAYROLL (DUES)
14	DENTAL INSURANCE
37	DISABILITY BENEFITS
55	DISCIPLINARY PROCEDURE
28	EMERGENCY REPORT TO WORK PAY
69	EXHIBIT 'A'
09	GRADED SALARY PLAN
47	GRIEVANCE PROCEDURE
10	HEALTH INSURANCE
36	HOLD HARMLESS
27	HOLIDAYS
30	JURY DUTY
32	LABOR MANAGEMENT
36	LAYOFF AND REHIRING PROCEDURE
34	LEGISLATIVE ACTION REQUIRED
09	LONGEVITY INCREMENTS
33	MANAGEMENT RIGHTS
29	MEAL ALLOWANCE
29	MEAL BREAK
36	MECHANICS' TOOLS
23	MEDICAL CARE LEAVE
35	MILEAGE ALLOWANCE
32	NO DISCRIMINATION
33	NO STRIKES
32	OFFICE SPACE
14	OPTICAL PLAN

TABLE OF CONTENTS (CONTINUED)

37	OTHER THAN FULL-TIME EMPLOYEES
25	OVERTIME
34	PAST PRACTICES
15	PERSONAL LEAVE
32	PRODUCTIVITY
41	REASONABLE NOTICE
05	RECOGNITION
23	REDUCED WORK SCHEDULE
34	REOPEN NEGOTIATIONS
24	RETIREMENT
62	SALARY SCHEDULE “B” - 2017
63	SALARY SCHEDULE “C” - 2017
64	SALARY SCHEDULE “D” - 2017
65	SALARY SCHEDULE 2018-2021
34	SAVINGS CLAUSE
43	SCHEDULE “A”
44	SCHEDULE “F”
30	SENIORITY
24	SEVERANCE, EMPLOYEE RIGHTS ON
29	SHIFT DIFFERENTIAL
20	SICK LEAVE
06	STATUS
35	SUBCONTRACTING
34	TERM
31	TIME OFF FOR UNION BUSINESS
29	TUITION
35	UNEMPLOYMENT COMPENSATION
28	UNIFORM MAINTENANCE ALLOWANCE
17	VACATIONS
07	WAGES
31	WEATHER EMERGENCY
39	WORKERS’ COMPENSATION

THIS AGREEMENT entered into as of the 1st day of January, 2017, by and between the TOWN OF HEMPSTEAD, a public employer with its principal office at Hempstead Town Hall, 1 Washington Street, Hempstead, New York, 11550, hereinafter referred to as the “Employer” or “Town” and the Civil Service Employees Association, Local 880 and CSEA Inc., AFSCME Local 1000 AFL-CIO (collectively hereinafter “CSEA”) an employee organization with its principal place of business at 143 Washington Avenue, Albany, NY 12210 by its Local 880.

W I T N E S S E T H:

WHEREAS, it is the intent and purpose of the parties to this agreement to promote and continue the harmonious relationship existing between the CSEA, the Employer and its employees, and to provide procedures for the prompt, peaceful and equitable resolution of differences which may arise from time to time between the Employer and its employees and the Employer and the CSEA, so that there will be no interruption of services to the residents of the Town of Hempstead; and

WHEREAS, the CSEA has previously been recognized as the sole and exclusive negotiating agent for the employees of the Employer other than elected officials;

NOW, THEREFORE, it is agreed as follows:

1. RECOGNITION: The Employer recognizes the CSEA, Local 1000, AFSCME, AFL-CIO, as the sole and exclusive negotiating agent for the employees, including other than full-time employees of the Employer, except elected officials, those designated by the Town as its Negotiating Team Members, Members of Boards, Commissions or Committees, and Secretary to Town P.E.R.B., for the term of this agreement, January 01, 2017 through and including December 31, 2021. As used throughout this agreement, the term “other than full-time employee” refers to an employee employed in a position designated by the Town (in its sole discretion) as anything other than full-time (notwithstanding the tasks performed and/or the number of hours the employee is scheduled to, or actually, works while holding such position).

2. STATUS: The CSEA shall have unchallenged representation status until seven (7) months prior to the expiration of this agreement.

3. AGENCY SHOP FEE: The CSEA shall have the following security:

(a) Every employee, including other than full-time employees, who is a member of the CSEA on January 01, 2017 shall remain a member in good standing of the CSEA for the term of this agreement or pay the CSEA service fee as hereinafter set forth.

(b) Every employee, including other than full-time employees, hired during the term of this agreement shall, no later than the first pay day after the date of such hiring, either:

(i) Become a member of the CSEA and remain a member in good standing for the term of the agreement;
or

(ii) Pay the CSEA service fee hereinafter set forth.

(c) The CSEA service fee referred to herein is a fee equal to the bi-weekly dues of the CSEA, to be paid to the CSEA by employees, including other than full-time employees, who do not become members of the CSEA. Such amount shall be deducted from the employee's bi-weekly pay check and shall be paid directly to the CSEA on each bi-weekly pay day.

4. A PAYROLL DEDUCTIONS (DUES): The Employer agrees to deduct from the wages of such employee, including other than full-time employees, on each pay day 1/26th of the annual dues prescribed by the Union and to forward the full amount of such deductions to the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, NY 12210.

B. OTHER DEDUCTIONS: Upon presentation of an authorization in writing and signed by an employee, including other than full-time employees, and in a form satisfactory to the Employer, the Employer

agrees to deduct from the wages of such Employee on each payday (or less often if so specified in such authorization), amounts for CSEA insurance programs, CSEA Legal Services Plan (LSP), and/or Town of Hempstead Local 880 legal plan, NYS Deferred Compensation Plan 457B Plan and Roth IRA, cafeteria plan (in accordance with Internal Revenue Code section 125), credit union and any other authorized deductions, including those which are presently in effect or which may arise as a result of agreement with the Civil Service Employees Association Inc., Local 1000 AFSCME, AFL-CIO.

The Town will begin to administer the NYS Deferred Compensation Plan Roth IRA option mentioned in section 4.B for those employees who choose to elect to participate in said plan beginning on January 01, 2018.

5. WAGES:

(a) The Employer will provide a one and a half percent (1.5%) bonus for employees on the graded salary plan who did not receive a step increase on January 01, 2017. The bonus shall be calculated based upon the employee's salary as of January 01, 2017. The bonus shall be paid on December 05, 2017 to those employees who are on the Town's payroll as of July 11, 2017 (ratification date of the 2017-2021 CBA). Employees who separate from service after the date of contract ratification but prior to December 05, 2017 shall receive the bonus upon separation. The bonus shall be a one-time payment that will not be added to the Employee's base pay.

(b) The Employer will provide for a one and a half percent (1.5%) bonus for employees on the graded salary plan who did not receive a step increase on January 01, 2018. The bonus shall be calculated based upon the employee's salary as of January 01, 2018. The bonus shall be paid on the first payday in December of 2018. Employees who separate from service prior to the first payday in December of 2018, shall receive the bonus upon separation. The bonus shall be a one-time payment that will not be added to the Employee's base pay.

(c) Effective January 01, 2019, the 2018 Salary Schedule shall be increased one and three-quarters percent (1.75%) and all employees on the Salary Schedule shall be paid accordingly.

(d) Effective January 01, 2020, the 2019 Salary Schedule shall be increased one and three-quarters percent (1.75%) and all employees on the Salary Schedule shall be paid accordingly.

(e) Effective January 01, 2021, the 2020 Salary Schedule shall be increased two percent (2%) and all employees on the Salary Schedule shall be paid accordingly.

(f) All new employees shall remain in the start step for one (1) year.

(g) All ungraded full-time employees (except those listed in Schedule A) shall receive the following:

(i) One and a half percent (1.5%) bonus calculated based upon the employee's salary as of January 01, 2017. The bonus shall be paid on December 05, 2017 to those employees who are on the Town's payroll as of July 11, 2017 (ratification date of the 2017-2021 CBA). Employees who separate from service after the date of contract ratification but prior to December 05, 2017 shall receive the bonus upon separation. The bonus shall be a one-time payment that will not be added to the Employee's base pay.

(ii) One and a half percent (1.5%) bonus calculated based upon the employee's salary as of January 01, 2018. The bonus shall be paid on the first payday in December of 2018. Employees who separate from service prior to the first payday in December of 2018, shall receive the bonus upon separation. The bonus shall be a one-time payment that will not be added to the Employee's base pay.

(iii) 1.75% wage increase effective January 01, 2019.

(iv) 1.75% wage increase effective January 01, 2020.

(v) 2.0% wage increase effective January 01, 2021.

6. GRADED SALARY PLAN:

(a) Effective January 01, 2018, all employees in Salary Schedules “B” and “C” as of December 31, 2017 shall advance to the next step in Salary Schedule “D” on January 01, 2018. No employee will suffer a pay loss based upon his/her 2017 salary as a result of this change.

(b) Effective January 01, 2018, Salary Schedule “D” shall be amended to read as “Salary Schedule.”

(c) Effective January 01, 2018, Salary Schedules “B” and “C” shall be eliminated from the collective bargaining agreement.

7. LONGEVITY INCREMENTS:

(a) Each year, each employee in the service of the Employer shall receive the increments to which he/she is entitled by reason of the number of years of service.

Years of Service:	Longevity Increment:	Total Payment:
10-14	\$375	\$375
15-19	\$525	\$900
20+	\$775	\$1,675

PAYMENT SCHEDULE (*effective until January 01, 2018*):

Years of Service:	Anniversary Date:	Payment By:
10-14	Jan 01 - Dec 31	December 31
15-20+	Jan 01 - Jun 30	August 01
15-20+	Jul 01 - Dec 31	January 01

(b) Effective January 01, 2018, the longevity sum owed as specified in subdivision (a) above shall be paid in equal installments in the Employee’s bi-weekly paychecks. Employee shall receive such additional sum payments beginning in the pay period containing the Employee’s respective anniversary date. The amount paid shall be adjusted upon the Employee attaining his/her 10, 15, and 20 year anniversary with the Employer.

(c) In the event of an employee's severance, any longevity payment due to be paid to said employee shall be paid to said employee or his/her legal representative. Such payment shall be made within forty-five (45) days of the date of severance, unless the parties agree, by superseding agreement, to stipulate to a different time frame for said payments to be made.

8. HEALTH INSURANCE:

(a) New full-time employees will have a six (6) month waiting period (or such shorter period as may be required by law or Plan rules) in order to be eligible for Town-paid (or co-paid) health insurance coverage. These employees may purchase health insurance prior to six (6) months (subject to the rules of the New York State Health Insurance Plan (NYSHIP), law, or any other available plan), but shall do so at his/her own expense and at the prevailing rates.

(b) For employees hired as full-time employees prior to January 01, 2005, the Employer shall provide at no cost to the employee the NYSHIP Empire Plan now in effect or hereafter amended and available Health Maintenance Organization (HMO) options pursuant to the existing laws and regulations now in force or as hereafter amended.

(c) For employees hired as full-time employees on and after January 01, 2005, the Employer shall provide the employee with the same health insurance as provided to employees hired as full-time employees prior to January 01, 2005; however, employees hired as full-time employees on and after January 01, 2005 and prior to January 01, 2009, shall contribute (commencing with his/her eligibility) towards the Town's cost of such health insurance as follows:

Year of Eligibility	Share Percentage
1 - 2	15%
3 - 5	10%

After 5 ½ years of full-time town employment, the Town shall provide health insurance coverage with no contribution by the employees.

(d) For employees hired as full-time employees on and after January 01, 2009, the Employer shall provide the employee with the same health insurance plan as is being provided to employees who had been hired as full-time employees on and after January 01, 2005; however, an employee hired as a full-time employee on and after January 01, 2009 and prior to April 23, 2013 (ratification date of the 2013-2016 CBA) shall contribute (commencing with his/her eligibility) towards the Town’s cost of such health insurance as follows:

Year of Eligibility	Share Percentage
1 - 4	15%
5 - 10	10%

After 10 ½ years of full-time town employment, the Town shall provide health insurance coverage with no contribution by the employees.

(e) For employees hired as full-time employees on and after April 23, 2013, the Employer shall provide the employee with the same health insurance plan as is being provided to employees who had been hired as full-time employees on and after January 1, 2009; however, employees hired as full-time employees on and after April 23, 2013, and on whose behalf the Town is paying (or co-paying) a health insurance premium, shall contribute fifteen (15%) percent (commencing with his/her eligibility) towards the Town’s cost of such health insurance.

(f)(i) For employees hired as full-time employees before April 23, 2013, the Employer shall only be obligated to pay (or co-pay) a health insurance premium if (and for so long as) such full time employee is eligible for coverage under the rules of NYSHIP. Notwithstanding the foregoing, effective January 01, 2018, the Town shall not be obligated to pay (or co-pay) a separate premium for the spouse of a Town employee (excepting an individual premium for such spouse commencing with his/her retirement) on whose behalf the Town is paying (or co-paying) a family premium. The Town will provide the cash buy-out equivalent to the Employee spouse with the least seniority (unless such spouse is

retired), in accordance with subds 8(g)(ii) and (iii). The Employer will restore individual health coverage for the Employee upon separation with the Town or upon the death or divorce of the spouse who received family coverage. For an Employee who demonstrates the need for a family plan the Employer will restore said family coverage with the same contribution rate which was in effect for such employee on the day immediately preceding the employee's retirement.

(f)(ii) For employees hired as full-time employees on or after April 23, 2013, the Employer shall only be obligated to pay (or co-pay) a health insurance premium if (and for so long as) such full time employee is eligible for coverage under the rules of NYSHIP. Notwithstanding the foregoing, the Town shall not be obligated to pay (or co-pay) a separate premium for the spouse of a Town employee (excepting an individual premium for such spouse commencing with his/her retirement) on whose behalf the Town is paying (or co-paying) a family premium. The employee shall not be entitled to the cash buy-out equivalent in accordance with subds 8(g)(ii) and (iii). The Employer will restore individual health coverage for the Employee upon separation with the Town or upon the death or divorce of the spouse who received family coverage. For an Employee who demonstrates the need for a family plan the Employer will restore said family coverage with the same contribution rate which was in effect for such employee on the day immediately preceding the employee's retirement.

(g)(i) Effective January 01, 2014, and subject to the rules and regulations of NYSHIP (or any other Plan offered through the Town) as same are in effect from time to time, all employees presently entitled to be enrolled in family coverage under the Empire Plan or any other plan offered through the Town and all new employees who are entitled to be enrolled in the Family Coverage under the Empire Plan or any other plan offered through the Town may participate in the Town's health benefit buy-back program.

(ii) Employees are eligible to participate in this program in accordance with the rules of NYSHIP (or any other plan offered through the Town), and if permitted by such rules provided further they have health insurance coverage through another insurance program and furnish proof of such coverage to the Town. Such employee shall be required to certify on an annual basis that they have coverage through another health insurance plan. The Employer will furnish a copy of such proof to the CSEA. These eligible employees may discontinue family coverage under the Empire Plan or any other plan offered through the Town and receive either (a) individual coverage and a sum equal to 33 1/3% of the net premium savings by the Town; or (b) no coverage and sum equal to 33 1/3% of the net premium savings by the Town.

(iii) The money provided under the foregoing buy-back plan shall be considered a health supplement payment to provide for healthcare expenses not otherwise covered by health insurance of these other plans. Payment of the monies will be on June 1st and December 1st of each year for the period of time that the employee has participated in this program. Employees are entitled to be re-instated in the family coverage of the Empire Plan (or any other plan offered through the Town) in accordance with the rules of the NYSHIP or applicable plan.

(h) For employees who retire with at least ten (10) years of service with the Town, the Employer shall pay (or co-pay) the percentage share of the cost of individual or family health and dental insurance for employees in retirement which was in effect for such employee on the day immediately preceding the employee's retirement.

(i) The Employer reserves the right to change health insurance carriers, provided however that the level of benefits received by the employees are equal to or greater than the level of benefits that were received prior to the proposed change. In addition, the Employer shall give the CSEA sixty (60) days notice of its intent to change carriers and the Employer shall provide the CSEA with a copy of the proposed carrier's benefit package forty-five (45) days prior to it being placed into effect.

(j) The Employer shall offer the to Employee the option of being covered under the Empire Plan or allow the Employee to elect, in writing, to purchase one of the Town’s HMO plans. However, effective January 01, 2018, should the Employee elect to purchase one of the Town’s HMO plans, the Employee shall be required to pay the difference in cost between the premium for the Empire Plan and the selected Town HMO. The annual sum owed shall be divided into equal payments to be deducted from the employee’s bi-weekly paycheck.

9. DENTAL INSURANCE:

(a) The Employer agrees to continue the non-contributory Dental Plan now in effect, including all increases in premium payments. Employer agrees to increase benefit payments by two percent (2%) each year for the duration of this Agreement commencing with January 01, 2018. The maximum coverage benefit shall be as follows:

Effective Date:	Maximum Coverage Benefit:
Until December 31, 2017	\$2,000 per annum
January 01 - December 31, 2018	\$2,040 per annum
January 01 - December 31, 2019	\$2,081 per annum
January 01 - December 31, 2020	\$2,123 per annum
January 01 - December 31, 2021	\$2,165 per annum

(b) The Employer shall maintain a list of at least 150 dentists within the Nassau/Suffolk/East Queens area who agree to accept payment in full for services rendered as per the Town Dental Plan of benefits. Employees shall still be able to change dentists and employees shall still be obligated to pay the yearly \$25 deductible.

10. OPTICAL PLAN:

(a) The Employer agrees to continue to pay the full cost of the non-contributory optical insurance plan now in effect, including all increases in premium payments for the duration of this Agreement. The plan coverage shall include spouses and family dependents.

	Effective until 12/31/17	Effective on 01/01/18
Examination	\$40.00	\$45.00
Frames	\$35.00	\$40.00
Lenses	\$25.00	\$30.00
Contacts	\$30.00	\$35.00
Bifocals	\$40.00	\$45.00
Trifocals	\$50.00	\$55.00
Tinting	\$10.00	\$15.00
Anti-reflective	\$10.00	\$15.00

The maximum annual optical coverage shall be \$225.00 up to and including December 31, 2017. The maximum annual optical coverage shall be \$275.00 effective January 01, 2018.

11. PERSONAL LEAVE:

(a)(i) During each calendar year of this agreement, each employee hired before March 22, 1988 (ratification date of the 1988-1989 CBA), shall be entitled to five (5) days leave for personal reasons on January 01 of each year. Personal leave days shall not be accumulated from year to year as such. Any unused personal leave days shall be converted to vacation days and added to the vacation which an employee would be entitled to take during his next vacation year.

(ii) Employees hired on or after March 22, 1988 shall accrue personal leave, on their anniversary date, after completion of the following years of service:

Years of Service	Personal Days
1	2
2	3
3	4
4+	5

Employees may use the personal leave accrued on their anniversary date through to their next anniversary date. Any personal leave not used by the next anniversary date shall be added to the vacation which an employee would be entitled to take during the employee's next vacation year.

(b) Three (3) days notice of intention to use personal leave shall be given to the department, except in the event of an emergency. The employee shall determine the existence of an emergency. In such event, the employee shall call and report his intended absence because of the emergency, if practicable, prior to the start of the regularly scheduled work tour. Five (5) personal days per year may be used for emergency personal leave. However, employees may not use an "emergency personal day" on the workday before or after a holiday listed in Section 18A.

(c) Each employee shall have the option, once each calendar year, to convert at least two but not more than five full personal leave days into fifty percent (50%) of the cash equivalent of the converted personal leave days. Should an employee elect to convert personal leave days into 50% of its monetary equivalent, the employee shall notify the Employer of his or her election of this option. Once such notice is given to the Employer, the employee shall receive cash payment within thirty (30) calendar days.

12. BEREAVEMENT LEAVE:

During the term of this agreement, each employee for each occurrence, shall be entitled to bereavement leave, without loss of pay, as follows:

(i) Three (3) working days in the event of the death of any of the following: Husband, wife, son, daughter, father, mother, sister, brother, mother-in-law, father-in-law, stepchildren, stepparents, half brothers or half sisters.

(ii) One (1) working day in the event of the death of any of the following: Grandparents, grandchildren, brother-in-law or sister-in-law, when a letter from the employee is presented to the department head, verifying the relationship to the deceased.

(iii) There shall not be any accumulation of any authorized but unutilized bereavement leave.

13. VACATIONS:

(a) During each calendar year of this agreement, each employee shall be entitled to annual vacation leave, with pay, based on employment as follows: Upon completion of six (6) months employment (completion of 13 bi-weekly payroll periods), an employee will receive a credit of five (5) days. After the first anniversary date of employment, employees will receive a credit of five (5) days and will begin accruing leave credits at a rate of one half (½) day each bi-weekly payroll period provided that the employee worked or was paid as having worked (vacation, sick leave, personal or bereavement leave) no less than six (6) of the ten (10) working days in the payroll period for a total of thirteen (13) days.

Thereafter on each anniversary date of employment the employee will receive additional vacation leave credit to receive the following total yearly vacation leave:

Years of Service	Bonus Vacation Leave	Yearly Total Vacation Leave
2	0 days	13 days
3	1 day	14 days
4	2 days	15 days
5	3 days	16 days
6	4 days	17 days
7	5 days	18 days
8	6 days	19 days
9	6 days	19 days
10	7 days	20 days
11	7 days	20 days
12	7 days	20 days
13	8 days	21 days
14	8 days	21 days
15+	12 days	25 days

(b) Subject to section 13(e)(ii) hereof, all eligible employees may accumulate unused vacation up to a maximum of one hundred (100) days.

(c)(i) For employees hired prior to January 01, 2013, upon termination of service with the Employer, the employee or his/her legal representative shall receive payment for accumulated unused vacation leave of record up to a maximum of one hundred (100) days or such other maximum as may be appropriate under section 13(e)(ii) hereof, based on the salary of the employee at the time of such termination. Such payment shall be made within forty-five (45) days of the date of severance, unless the parties agree, by superseding agreement, to stipulate to a different time frame for said payments to be made.

An employee as described in (c)(i) above or his/her legal representative may elect to receive a lump sum payment for accumulated but unused vacation time subject to the maximum of one hundred (100) days or such other maximum as may be appropriate under section 13(e)(ii) hereof.

(ii) For employees hired after January 01, 2013, and upon their termination of service with the Employer, the employee or his/her legal representative shall receive payment for accumulated unused vacation leave of record up to a maximum of fifty (50) days or such other maximum as may be appropriate under section 13(e)(ii) hereof, based on the salary of the employee at the time of such termination. Such payment shall be made within forty-five (45) days of the date of severance, unless the parties agree, by superseding agreement, to stipulate to a different time frame for said payments to be made.

An employee as described in (c)(ii) above or his/her legal representative may elect to receive a lump sum payment for accumulated but unused vacation time subject to the maximum of fifty (50) days or such other maximum as may be appropriate under section 13(e)(ii) hereof, or may elect to receive such payment in annual installments not to exceed five (5) years.

(d)(i) Vacation leave will be considered a pre-planned absence from employment. Each department of the Employer based on operational needs, shall establish and post reasonable requirements as to vacation scheduling. Where practical, seniority with the Employer shall determine priority order for vacation schedules.

(d)(ii) Absence for any reason not preplanned or scheduled vacation leave shall be chargeable to any other authorized leave provision, except that a department head, at the request of the employee, shall grant to an employee who has exhausted all of his sick leave and who is absent due to illness, vacation leave only if the employee utilizes three (3) consecutive accrued vacation days, before being placed on a leave without pay status. The department head at his discretion shall have the right to have an employee who is utilizing vacation leave in lieu of sick leave as specified herein, examined by a doctor at the employee's expense. A report of said examination shall be submitted to the department head upon the employee's return to work (doctor's report forms to be provided by the Employer). If the employee fails to submit the above-mentioned report, then the employee shall be treated as if he was on leave without pay and vacation leave shall be re-credited. For purposes of this subdivision, three (3) consecutive days shall mean three (3) consecutive regularly scheduled work days regardless of intervening non-scheduled work days.

(e)(i) Employees are required to take all annual vacations, which may exceed the one hundred (100) day cap in any calendar year or lose the excess days. Employees are required to request vacations in accordance with departmental procedures. For the purposes of this section, the President of the Hempstead Town Local of CSEA shall be deemed the department head for those individuals who are released to CSEA Local 880 on a full-time basis.

(ii) Notwithstanding the one hundred (100) day cap established in section 13(b) hereof, when an employee's vacation request, made in accordance with department procedures, is denied because of the administrative needs of the department, the employee will be paid straight time, at the time of severance, for the maximum accumulated vacation time and additionally for those vacation days denied. Such

denied vacation time can be accumulated and is not subject to nor calculated in the one hundred (100) day cap). In order to accumulate unused vacation leave in excess of the one hundred (100) day cap, the employee must have documentation of the vacation request denials. In the case of a department head, the denials must be by the person responsible for the departmental oversight. Nothing herein shall prevent an employee from using any or all accumulated vacation time in accordance with departmental procedures.

14. A. SICK LEAVE:

(1) Each employee shall be entitled to thirteen (13) days of paid sick leave per year, to be earned at the rate of one-half ($\frac{1}{2}$) day per pay period provided that the employee worked or was paid as having worked (vacation, sick leave, personal or bereavement leave) no less than six (6) of the ten (10) working days in the payroll period.

(a) Unless discharged for cause, each employee, or his/her legal representative, shall be compensated for the employee's accumulated unused sick leave in accordance with the following schedule:

Level 1 - After 5 years completed service - 25%. Employee must have a minimum of 25 days.

Level 2 - After 10 years completed service - 50%. Employee must have a minimum of 50 days.

Level 3 - After 15 years completed service - 75%. Employee must have a minimum of 75 days.

Level 4 - After 20 years completed service - 100%. Employee must have a minimum of 100 days for employees hired prior to January 01, 2013, and 75 days for employees hired on or after January 01, 2013.

If the employee lacks the required minimum for the stated years of service, sick time will be paid at the rate commensurate with the appropriate minimum. (i.e., an employee with 20 years of service, but having only 50 days, will be paid at the 50% rate.)

There will be no maximum accumulation of sick time; however, payment upon separation will be made at a maximum of two hundred (200) days for employees hired prior to January 01, 2013, and one hundred (100) days for employees hired on or after January 01, 2013. Such payment shall be made within forty-five (45) days of the date of severance, unless the parties agree, by superseding agreement, to stipulate to a different time frame for said payments to be made.

(b) If an employee shall die while in the service of the Employer, his/her legal representative shall receive payment for accumulated unused sick leave based on the above schedule.

(c) An employee or his/her legal representative may elect to receive a lump sum cash payment for accumulated unused sick leave based on the above schedule.

(2) Each department head may grant an officer or employee, in addition to regular sick leave as above provided, such supplemental sick leave at one-half ($\frac{1}{2}$) pay, as the department head shall in his sole discretion determine, not to exceed, however, in total, a supplemental period equal to two (2) pay periods for each completed year of service.

(a) The one-half ($\frac{1}{2}$) pay supplemental sick leave provided herein shall not be granted until such employee or officer shall have expended all other leave entitlements.

(b) Supplemental sick leave shall be granted to a department head or appointive officer as above provided at the discretion of the appointing officer or body.

(3) After an officer or employee shall have used four (4) consecutive days of sick leave, the department head may, in his/her sole discretion, require a certificate from the doctor attending or selected by such employee or officer, attesting to his or her illness. For purposes of this subdivision, four (4) consecutive days of sick leave shall mean four (4) consecutive regularly scheduled work days regardless of intervening non-scheduled work days.

(4) CANCER SCREENINGS: Each employee, including “other than full-time employees,” who shall have averaged at least twenty (20) hours per week of scheduled work for the Town in a calendar year, shall be entitled to up to four hours paid leave in the subsequent calendar year within the term of this Agreement for the purpose of being screened for cancer. Such screening to be by a licensed medical professional and verified pursuant to such reasonable regulations regarding same as may be established by the Town from time to time.

(5) BLOOD DONATIONS: Each employee, including “other than full-time employees,” who shall have averaged at least 20 hours per week of scheduled work for the Town in a calendar year, shall be entitled to up to four hours paid leave in the subsequent calendar year (within the term of this Agreement) for the purpose of donating blood to a licensed medical facility or other institution authorized by law to receive blood donations. An employee’s blood donation shall be verified pursuant to such reasonable regulations regarding same as may be established by the Town from time to time.

B. CHILD CARE LEAVE: Child care leave shall be provided without pay or benefits to employees for parenthood. Leave, including any accrued leave entitlements utilized, must commence within one hundred twenty (120) calendar days of the birth of a child parented by the employee, or one hundred twenty (120) calendar days of the adoption by an employee of a child less than five (5) years of age. Such leave shall extend up to one (1) calendar year inclusive of the use of accrued leave entitlements, except that the Town of Hempstead may elect to extend up to one additional calendar year leave of absence (for a total maximum of two [2] calendar years), in accordance with Rule 21 of the Town of Hempstead Civil Service Commission. Birth mothers may use their sick time for prenatal or postnatal care when substantiated by a doctor’s certificate. No more than one (1) marital spouse may be on child care leave at any one time. No employee shall be eligible for Child Care Leave until after the completion of one year of actual completed service.

C. MEDICAL CARE LEAVE: Medical Care Leave without pay or benefits may be provided to employees who have an immediate family

member whose medical condition requires someone's presence or who's own medical condition causes the employee to be unable to perform his/her job functions. If the employee is on a medical care leave pursuant to this section due to his own serious health condition, then such leave shall not exceed one year, inclusive of any accrued leave entitlements. If the employee is on medical leave because of an immediate family member's medical condition that requires someone's presence then such leave shall not exceed one year, inclusive of any accrued leave entitlements excluding sick leave. For purposes of being the caretaker for an immediate family member no more than one marital spouse may be on medical care leave at any one time. Eligibility for medical care leave shall be limited to employees who have one (1) year of service or more with the Town. A leave request for this purpose shall not be unreasonably denied.

D. REDUCED WORK SCHEDULE: Employees having full-time status, who are on a leave of absence, subject to the discretion of their Department Head, which shall not be arbitrary, may return to their positions on a reduced schedule at a prorated salary for the length of the leave. A reduced schedule is defined as a minimum of twenty (20) hours per week, or forty (40) hours per pay period. During the period of this schedule, vacation, sick leave and holiday pay will be earned on a prorated basis. Health, dental and optical insurance shall also be provided. Employees failing to work the minimum amount of hours shall cease to be covered by the terms of this agreement and must return to their leave of absence status, subject to its original provisions.

E. CATASTROPHIC LEAVE: The Town has established a catastrophic sick leave program. Such catastrophic leave program shall be composed of employee-donated sick, vacation, or personal leave and shall be administered by a jointly established Committee comprised of six (6) members, three of whom shall be appointed by the Local 880 CSEA and three of whom shall be appointed by the Town. The purpose of the catastrophic leave program shall be to offer employees who have exhausted their accumulated leave entitlements some level of assistance in the form of donated paid leave so that such employees may attend to matters of necessity without suffering loss of pay. Employee contributions made through the catastrophic leave program shall be on

a voluntary basis. There shall be limit to the number of days donated by any employee. In order to be eligible to receive donated time, an employee must have worked a minimum of six months as a full-time employee. All Committee decisions shall require a majority vote.

15. EMPLOYEE RIGHTS ON SEVERANCE:

When, because of economy, consolidation, abolition of functions or curtailment of activities, an employee's position is abolished and the Employer after the exercise of reasonable efforts is unable to offer the employee another position comparable as to compensation, the Employer shall:

(i) Provide severance pay of two (2) weeks salary for each completed year of service with the Employer; and

(ii) Place the employee on a preferred list for future employment.

(iii) For purposes of this section, "comparable as to compensation" shall be defined as compensation that is within five percent (5%) of the base salary earned by the employee at the time his/her position is abolished pursuant to this section.

(iv) Any employee terminated for cause shall not be entitled to severance pay.

16. RETIREMENT:

(a) The Employer shall continue the existing retirement plan.

(b) Retirement Incentive:

(i) The Employer shall pay the percentage share of the cost of health and dental insurance for the surviving spouse (and, if applicable, the Employee's dependents, provided that the surviving spouse demonstrates a need for family coverage) for the life of the surviving spouse of the Employee described in section 16(b)(i)(a) hereof at the

same rate of contribution which was in effect for such Employee on the day immediately preceding the Employee's retirement.

Employees covered by the incentive described in the preceding paragraph are those who have completed twenty (20) years of service with the Employer and who retire from the Town:

(1)(a) on or after the date on which the Employee is first eligible to retire, *with* or *without* penalty, based on age, length of service and tier under the New York State and Local Retirement System (NYSLRS); and

(b) before the six (6) month anniversary of the date on which the Employee was first eligible to retire, *without penalty*, based on age, length of service and tier under the NYSLRS or December 31, 2017, whichever is later.

OR

(2) within six (6) months of the anniversary of the date on which the Employee completed twenty (20) years of service with the Employer only if, on the effective date hereof, he/she has already passed the date on which he/she was first eligible to retire without penalty, based on age, length of service and tier under the NYSLRS.

(ii) For purposes of this retirement incentive, the term "surviving spouse" shall be defined as the spouse of the Employee at the time of his/her retirement. These benefits shall not extend to any subsequent re-marriage of the Employee subsequent to retirement.

17. OVERTIME:

(a) Insofar as is consistent with the legitimate operational needs of each department, overtime shall be equitably offered amongst employees. The Union acknowledges the right of the Town to order overtime.

(b) Each employee, except employees whose titles are enumerated in Schedule F, shall be paid one and one-half (1 ½) times his/her regular hourly rate of pay for all time worked in excess of forty (40) hours per week. Employees whose titles are enumerated in Schedule F shall receive compensatory time at the rate of time and a half (1 ½) for all hours worked in excess of forty (40) hours in any scheduled workweek in lieu of cash overtime. The regular hourly rate for overtime purposes shall be computed by dividing the annual salary of such employee by two thousand eighty (2,080) hours. Vacation time, sick days, holidays, personal leave and bereavement leave shall be counted as time worked for the purposes of computing overtime.

(c) Employees whose titles are enumerated in Schedule F shall be eligible to receive holiday pay as described in Article 18 of the current contract.

(d) All overtime pay shall be listed separately in the employees paycheck stub.

(e) Employees who earn compensatory time in lieu of cash overtime shall be paid at the rate of time and a half (1 ½). Compensatory time earned shall be placed in a "Compensatory Time Bank." Subject to the cash payout upon termination limitation in subdivision (f) below, there shall be no limit to the amount of compensatory time that may be accumulated in a "Compensatory Time Bank." The use of compensatory time shall be considered a pre-planned absence from employment and shall be governed by each Department's operational needs and vacation leave policies.

(f) Upon termination of service with the Employer, the employee or his/her legal representative shall receive payment for accumulated unused compensatory time in the employee's "Compensatory Time Bank" of record up to a maximum of one hundred (100) days, based on the salary of the employee at the time of such termination. Such payment shall be made within forty-five (45) days of the date of severance, unless the parties agree, by superseding agreement, to stipulate to a different time frame for said payments to be made.

18. A. HOLIDAYS: All employees shall receive the following holidays off, with pay:

New Year's Day
Martin Luther King's Birthday
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Election Day
Veterans Day
Thanksgiving Day
Day after Thanksgiving Day
Christmas Day
Floating Holiday*

*Each employee shall be required to give ten (10) days notice of intent to use the floating holiday, to his/her department head. Should the department head be unable to grant the employee the day requested because of departmental scheduling, the employee may request another day upon ten (10) days notice. Scheduling conflicts are to be resolved on a seniority basis. The floating holiday must be used in the calendar year and shall not be accrued.

B. HOLIDAY PAY: An employee who is required to perform any work on any of the above-named holidays, shall receive the regular day's pay for the holiday and, in addition thereto, he/she shall receive one and one-half (1 ½) times his regular pay for all hours worked on the holiday.

C. TIME OWED DAYS: Time owed days for holidays not celebrated shall be utilized within one year of the date earned.

19. UNIFORM MAINTENANCE ALLOWANCE:

Employees required to wear uniforms shall receive compensation for maintenance of required uniforms paid in accordance with the following schedule:

(a) Annual uniform allowance: Four Hundred Dollars (\$400.00);

(b) The Employer shall have the right to maintain the uniforms necessary to perform the employee's work in lieu of any payment provided herein;

(c) Payments provided herein shall be paid at least twice a year in accordance with procedures issued by the Comptroller;

(d) If the employee is not required to wear a uniform by his/her department, he is not entitled to any payment provided herein.

20. EMERGENCY REPORT TO WORK PAY:

Employees, other than those enumerated in Schedule F, who are called to work on other than a regularly-scheduled work tour shall be guaranteed a minimum of four (4) hours pay at straight time unless actual time worked (computed at time and one-half) should exceed the monetary amount that is represented by four (4) hours at straight time. Employees enumerated in Schedule F, shall receive compensatory time at the rate of time and a half (1 ½) for all hours worked in excess of forty (40) hours in any scheduled workweek in lieu of cash overtime.

a. For the purpose of this article, actual time worked shall begin from the time that the employee receives the call to report to work under this article, provided, however, that the time between the employee receiving the call and his actual reporting to work does not exceed thirty (30) minutes.

b. In the event that the Employer's administrative offices are closed by executive order, employees other than those enumerated on Schedule F, who are required to perform work shall be paid at a rate of time and one-half and actual travel time shall be increased but may not exceed one (1) hour. Work performed by the employee under this article is completed for pay purposes at the time of his release from such further duty by the Employer.

21. A. MEAL BREAK:

Full-time employees who are scheduled to work at least eight (8) hours per day of a five (5) day week, shall receive a one (1) hour paid meal period.

B. MEAL ALLOWANCE: Any employee, upon completion of twelve (12) consecutive clock hours, including only actual hours worked while on a route or otherwise, shall be entitled to a meal allowance of Seven Dollars (\$7.00).

22. TUITION:

When the Employer authorizes an employee to take a work related course, the Employer shall pay for any tuition so charged.

23. SHIFT DIFFERENTIAL:

The Employer agrees to pay employees additional differential compensation. The rate of payment for the additional differential compensation is seven and one-half percent (7 ½ %) for each premium hour worked. The compensation of the premium hours for an employee is as follows:

(a) Employees must work a full shift at least half of which is between 4:00 p.m. and 6:00 a.m.

(b) If an employee works such a qualified shift, he shall receive additional differential compensation for all hours worked, regardless of whether such hours are between 4:00 p.m. and 6:00 a.m. Note, however, that if an employee works one shift more than half of which is outside the period between 4:00 p.m. and 6:00 a.m., and then works another shift which is within such period, the employee receives such additional differential compensation for only the shift worked during the premium hours.

(c) If an employee works at least half of a payroll period on a shift in which a majority of hours worked were between 4:00 p.m. and 6:00 a.m., the employee shall be paid the shift differential for the entire payroll period.

(d) Any employee who, during a calendar year is scheduled to work fifty percent (50%) or more of his work schedule during premium hours as defined in this contract, or any Town employee who has received shift differential for fifty percent (50%) or more of his work year, shall receive shift differential for the purpose of computing vacation, sick, personal and bereavement leave.

24. JURY DUTY:

An employee who is called to serve as a juror will receive his regular pay. The employee will remit to the Employer all pay, less mileage allowance, received for Jury Duty. Receipt of a subpoena or notice to report for jury duty must be immediately reported to the department head.

25. SENIORITY:

Ability, adaptability and seniority shall prevail insofar as practicable and consistent with the needs and practices of the department, including:

- a. promotions in labor and noncompetitive jobs;
- b. job assignments;
- c. transfers within a department regarding proximity of job;
- d. vacancies in a department.

For all applications in the Collective Bargaining Agreement, seniority shall be defined as time with the employer in full-time status. Should a tie exist, then in that situation only, the employee's "other than full-time" experience with the Employer shall be considered, pro rata, to determine seniority.

26. WEATHER EMERGENCY:

During a weather emergency the Employer will provide reasonable breaks and rest periods to insure maximum safety and efficiency. Rest facilities will be provided when appropriate.

27. GRIEVANCE PROCEDURE:

The grievance procedure is attached hereto. However, the parties shall continue to discuss streamlining such procedure.

28. DISCIPLINARY PROCEDURE:

The disciplinary procedure is attached hereto.

29. TIME OFF FOR UNION BUSINESS:

The duly elected officers of the CSEA shall be permitted reasonable time off during the working day to ensure that this agreement is being followed and to participate in and process grievances arising hereunder. The duly elected representatives of the CSEA shall be permitted time off to attend CSEA conventions during the course of the year, without loss of pay or other benefits. In addition to the above excused time provision, the President and three (3) Executive Assistants to the President and four (4) clerical personnel are permitted to perform their duties on a full-time basis without loss of pay or other benefits. The Executive Assistants to the President and the clerical personnel shall be chosen by the President, with the approval of the Town Supervisor. Once approval has been granted by the Town Supervisor, the individuals released on a full-time basis cannot be removed without joint approval of the Town Supervisor and the

President of the Hempstead Town local of CSEA. Shop stewards may request of the CSEA local President who may, in turn, request of the Director of Human Resources, reasonable time off during the work day to process grievances and disciplinary matters. Such requests shall not be unreasonably denied by the Director of Human Resources. The CSEA shall also furnish the Employer with a list of its officers and shop stewards, which shall be kept current.

30. OFFICE SPACE:

The Union shall be provided by the Employer with an office at 1580 Merrick Road, Merrick, NY, 11566 without charge, for the purpose of conducting its business relative to employees of the Employer.

31. PRODUCTIVITY:

The comprehensive bilateral program to increase and study productivity will be continued.

32. LABOR MANAGEMENT:

In order to continue the exploration of avenues for the improvement of services to the residents of the Town of Hempstead and on behalf of the employees of the Employer, the Employer and the CSEA shall cooperate through the Labor Management Committee to study and formulate recommendations regarding public service and personnel practices. This Committee shall be comprised of no more than four (4) representatives of management and no more than four (4) representatives of the Union. All questions of contract interpretation concerning conditions of employment, shall in the first instance be referred to the joint Labor Management Committee.

33. NO DISCRIMINATION:

There shall be no discrimination with regard to hiring, job tenure, promotions or otherwise because of activities on behalf of the Union.

34. NO STRIKES:

During the term of this agreement there shall be no strikes, slowdowns, lockouts or any other concerted work stoppage or slowdown.

35. MANAGEMENT RIGHTS:

It is understood and agreed that the Employer has the exclusive right to manage its affairs, to direct and control its operations and to independently make, carry out and execute all plans and decisions which it deems necessary in its judgment for its welfare, advancement or best interests of its constituency. Such management prerogatives shall include, but not be limited to, the following rights:

(1) To select, hire, fix the salaries of, promote, transfer, assign, discharge, discipline or lay off employees, or discontinue their positions, Subject however, to the applicable sections of the Civil Service Law, the Grievance Procedure and this contract. Failure to present such grievance as provided therein shall result in a waiver of all rights involved.

(2) To make rules and regulations governing conduct, appearance and safety of employees.

(3) To maintain discipline and efficiency of employees.

(4) To determine schedules of work, including overtime.

(5) To contract for performance of any of its services and increase or decrease the scope thereof, subject to the applicable provisions of this contract.

(6) To install or remove equipment.

(7) To establish and maintain all other work rules and necessary and reasonable operating rules and regulations.

36. PAST PRACTICES:

It is agreed, however, that no conduct or action of the Town hereunder shall be inconsistent with any provision of this agreement or of the Civil Service Law and Rules, or diminish any prior benefits.

With respect to Sanitation "6 for 5" pay, the value of the sixth days hourly rate shall be monetarily computed for each employee as of 12/31/99, and such hourly rate shall not be increased thereafter.

37. TERM:

This contract shall take effect at 12:01 a.m. January 01, 2017 and expire at midnight December 31, 2021.

38. LEGISLATIVE ACTION REQUIRED:

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

39. REOPEN NEGOTIATIONS:

Should the twenty (20) year retirement plan at one-half pay, no age limit, or any other retirement benefit become permissive by New York State legislation, the Employer agrees to reopen negotiations.

40. SAVINGS CLAUSE:

Should any part of this agreement be held illegal by any competent tribunal, then the balance of the agreement shall remain in full force and effect. The parties agree to meet immediately to work out a proper substitute for any portion of the agreement, which is held to be illegal.

41. COPY OF AGREEMENT:

A copy of this agreement, together with a table of contents alphabetically arranged, will be provided to each employee by the Town of Hempstead.

42. MILEAGE ALLOWANCE:

Any employee authorized by Town Board resolution to use his/her automobile in the performance of his/her duties shall be compensated pursuant to the federally established IRS mileage reimbursement allowance for use of such automobile for each mile actually and necessarily traveled by the employee in the performance of his/her duties.

43. UNEMPLOYMENT COMPENSATION:

All employees of the Employer shall be afforded unemployment compensation as prescribed in Article 18 of the New York State Labor Laws.

44. SUBCONTRACTING:

The Employer shall not lay off any employee as a result of subcontracting. The Employer also agrees that, when possible, it will not cause any hardship to the employee. (Hardship shall be defined as additional expense incurred in reporting to and from work, change of work shift hours or working additional hours).

45. LAYOFF AND REHIRING PROCEDURE FOR NON-COMPETITIVE AND LABOR CLASS EMPLOYEES:

In the event that a layoff becomes necessary, the Employer shall lay off the least senior employee within title. If an employee is laid off, he/she shall be placed on a preferred list, by title, established by the Employer in seniority order. The employee's name shall remain on the preferred list for two (2) years. Before any new employee is hired into a title that there is a preferred list for, the preferred list must be utilized. Should an employee be laid off in accordance with the layoff procedure, he/she shall have the right to displace the least senior employee in the next lower title in his/her promotional line, provided that the laid off employee has more seniority than the person in the lower title. If an employee is rehired from a preferred list, the employee shall be placed on his/her former step and be re-credited with his/her former seniority.

46. HOLD HARMLESS:

The Employer agrees to provide each employee with protection as provided in Chapter 11 of the Code of the Town of Hempstead. It is agreed that, should the Town Board decide to diminish the protection that is provided under Chapter 11 of the Code of the Town of Hempstead, the Employer shall continue to provide identical protection to its employees until a mutually acceptable solution can be negotiated between the CSEA and the Employer. It is further agreed that the Employer shall immediately notify the CSEA should the protection provided under Chapter 11 of the Code of the Town of Hempstead be reduced in any way and that the Employer shall, upon demand by the CSEA, immediately participate in negotiations with the CSEA to negotiate a mutually agreeable substitute providing similar protection to employees.

47. MECHANICS' TOOLS:

The Employer shall provide all tools to its mechanics.

48. DISABILITY BENEFITS:

The Employer shall elect to provide disability benefits for its employees pursuant to Article 9 of the New York State Workers' Compensation Law. The contribution for each employee for the cost of disability benefits provided hereunder shall be one-half percent ($\frac{1}{2}\%$) of the employee's wages, but not in excess of sixty cents (\$.60) per week.

49. OTHER THAN FULL-TIME EMPLOYEES:

A. Unless a section of this Agreement expressly and explicitly recites that it is applicable to other than full-time employees, such section is not applicable to other than full-time employees. The term "other than full-time employee" is defined in Section 1 hereof.

B. Annually, during January of each calendar year, the Town shall establish a list (the "Eligibility List") of Town employees who

(i) since January 01, 2006, have been properly paid to work at least 1600 regular (non-overtime) hours in a calendar year (in a position classified as either non-competitive or labor class); and

(ii) are employed in Town positions which are other than full-time; and

(iii) have not already begun to receive pensions resulting from employment by public entities.

C. The employees on the Eligibility List shall be placed in a numerical order, with such employees ranked in order of the number of consecutive calendar years of having been paid to work at least 1600 regular (non-overtime) hours for the Town in either a non-competitive or labor class position (i.e., the employee with the most such years of consecutive service shall be number 1 on the List while the employee with the fewest such years of service shall be last on the List, with ties resolved by seniority based on adjusted anniversary dates). See Exhibit "A".

D. A copy of the Eligibility List shall be annually provided to the CSEA not later than the last day of February of each year, together with such reasonable documentation as supports the accuracy of the List.

E. During the course of each calendar year, commencing with 2009, the first 30 persons on the List shall be offered full-time positions by the Town in a labor class or non-competitive position. Notwithstanding the previous sentence, where necessary to meet the bona fide operational needs of the Town, and subject to the consent of the CSEA (which consent shall not be unreasonably withheld), the Town may, from time to time, hire a person out-of-order on the List.

F. Upon acceptance of such an offer by the employee, the Town shall upon Civil Service approval, appoint such employee to such full-time position, and such employee shall thereupon commence receiving the benefits of this Agreement applicable to such newly hired full-time employee (e.g., the employee shall receive a new anniversary date, and shall otherwise be treated for all purposes as a new employee).

G. A declination by the employee of an offer from the Town in compliance with this Section, or a failure by the employee to qualify for the offered position (where the qualifications for the offered position are comparable to the qualifications for the other-than-full-time position being lawfully held by the employee immediately prior to the offer) under Civil Service law and/or regulations, shall cause the affected employee to be removed from the List and the next person shall be offered the position. The disqualification or declination shall not be considered one of the 30 offers per year. A person who declines (or is, as described above, unqualified for) such an offer shall cease to be eligible thereafter, i.e., he/she shall be removed from the List.

H. During the time that an employee is on the Eligibility List, said employee shall be entitled to use the disciplinary procedure of this Agreement.

I. Nothing in this Section shall require the Town to violate the NYS Civil Service Law (or any other law) or civil service regulations.

J. Commencing in 2009, and for calendar years thereafter, the Town will not employ more than 150 persons (except as hereinafter exempted from such limitation) who are paid to work at least 1600 regular (non-overtime) hours in a calendar year, which persons are in other full-time positions. Notwithstanding the foregoing, any person hereinafter described shall not be included in such 150 person limitation:

(i) persons who have declined an offer under this Section; and

(ii) persons who fail to qualify for the offered position under Civil Service law or regulation, as described above; and

(iii) persons who have already begun to receive pensions resulting from employment by public entities.

50. WORKERS' COMPENSATION LEAVE:

(a) Employees who are injured in the course of their employment on or after July 11, 2017 (ratification date of the 2017-2021 CBA), as determined by the Workers' Compensation Board, shall receive their full salary, without the use of accruals, for a period not exceeding six (6) months (based on the number of working days per month), less the amount of loss wage benefits that were awarded to or received by the employee during that six (6) month period, commencing as of the date of the report by the Town's carrier that indicates its determination that such injury is a compensable injury. The Town's carrier will make said determination within ten (10) working days. Payments under this section shall be limited to a maximum of an aggregated six (6) months of working days during an employee's tenure with the Town. Employees receiving payments under this section shall not earn sick leave, vacation leave, personal leave, or other paid leave days while on Workers' Compensation leave. In the event of permanent disability, salary payments shall cease when a determination of such permanency is made, but in no event shall the

Town be obligated to pay more than an aggregated six (6) months of full salary during an employee's tenure with the Town. Employees shall comply with the Town's procedures as set forth below, in order to qualify to receive their six (6) months of full salary as stated herein. Any employee who received compensation benefits for wages at any time while they also received full pay from the Town shall assign such compensation payments to the Town.

(b) An Employee may utilize his/her leave accruals while out on workers' compensation leave only during the first ten (10) days of leave or only after he/she receives the aggregated six (6) months of full salary payments as stated in paragraph (a) of this Section. An Employee who utilizes his/her leave entitlements (except during the first ten (10) days of the Employee's initial injury) or is receiving payments from the workers' compensation board or is on a no-pay status because the Employee is claiming to have suffered a work-related injury must comply with the Town's procedures as stated in subdivision (e) of this Section.

(c) Any employee, who is on Workers' Compensation leave and receiving his/her full salary from the Town as specified in paragraph (a), shall remain in his/her current address as it appears on the Employer's personnel records for the period from 9:00 a.m. to 5:00 p.m., Monday through Friday. The employee may leave his/her residence between the hours of 9:00 a.m. to 5:00 p.m., Monday through Friday, only to receive medical treatment and shall notify the Town's designated representative that he/she is leaving the residence. After receiving said treatment, the employee must produce a report of said examination and proof of attendance to the department head within seven (7) calendar days. The Employer will supply the report forms the doctor is required to fill out. The employee must be available to answer the door in person for a Town representative or answer a telephone call to his/her current telephone number as it appears on the Employer's personnel records from a Town representative ascertaining the employee's status within the residence. Failing to be available in person or on the telephone will result in the discontinuance of payments as specified in subdivision (a) and in disciplinary action.

(d) After the employee exhausts the six (6) months of paid leave as specified in paragraph (a), the employee shall be entitled to the benefits received by order of the Workers' Compensation Board or may utilize his/her leave accruals.

(e) An employee, who is on Workers' Compensation leave and has exhausted the six (6) months of paid leave as specified in paragraph (a), or meets one the of the criteria listed in (b) above, shall be required to report daily, in person, to the office designated by the Town between the hours of 9:00 a.m. and 9:30 a.m. to scan in (if the employee is exempt from scanning in in accordance with the Employee's Department's Time and Attendance Policy, the Employee shall sign in). If an employee cannot report in person because the Employee is non-ambulatory, a letter must be presented by the employee's doctor stating same and the period of time such employee will not be able to report in person because the employee is non-ambulatory.

(f) Nothing herein is intended to reduce any benefit that the employee is entitled to under the Workers' Compensation Law.

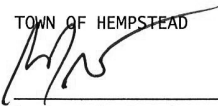
51. REASONABLE NOTICE:

The Employer shall provide ten (10) calendar days written notice to the employee of a permanent schedule change and five (5) calendar days written notice to the employee of a temporary schedule change. For purposes of this section, a "temporary schedule change" shall not exceed ten (10) working days. Notwithstanding the foregoing, written notice will not be required if the schedule change is necessitated by an emergency situation.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have signed this agreement that date and year above written.

TOWN OF HEMPSTEAD

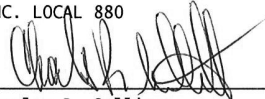
BY:



Anthony J. Santino
Town Supervisor

CIVIL SERVICE EMPLOYEES ASSOCIATION
INC. LOCAL 880


BY:



Charles R. Sellitto
President

CIVIL SERVICE EMPLOYEES ASSOCIATION
INC. LOCAL 1000, AFSCME, AFL-CIO

BY:



James DellaRocca
Labor Relations Specialist

SCHEDULE “A”

Assistant to the Supervisor
Assistant to the Town Board
Chief Deputy Town Attorney
Chief of Staff (In Office of the Supervisor)
Chief Investigator
Commissioner (ALL)
Counsels (ALL)
Deputy Commissioner (ALL)
Deputy Executive Director, Civil Service Commission
Deputy Receiver of Taxes (ALL)
Deputy Town Clerk
Deputy Town Comptroller
Director (ALL)
Executive Assistant to the Supervisor
Executive Assistant to Town Board
Executive Director, Civil Service Commission
Legislative Aide
Press Secretary
Principal Deputy Town Attorney
Registrar of Vital Statistics
Secretary to the Supervisor
Secretary to the Town Board
Senior Policy Advisor to the Supervisor
Special Assistant to the Supervisor
Town Attorney
Town Comptroller

SCHEDULE “F”

Accountant III
Administrative Assistant
Administrative Officer I
Administrative Officer II
Assistant Director (ALL)
Assistant Superintendent of Sanitation
Assistant to Commissioner (ALL)
Assistant to Deputy Commissioner (ALL)
Assistant to the Chief Bay Constable
Assistant to the Deputy Commissioner (ALL)
Assistant to the Supervisor
Assistant to the Town Board
Assistant to the Town Comptroller (ALL)
Automotive Maintenance Coordinator
Automotive Parts Supervisor
Automotive Shop Supervisor
Bookkeeping Operations Supervisor
Building Maintenance Supervisor I
Building Maintenance Supervisor II
Building Manager
Carpenter Services Supervisor
Chairman - Board, Commission or Committee
Chief Deputy Town Attorney
Chief Investigator
Chief of Staff (In Office of the Supervisor)
Civil Service Administrator
Commissioner (ALL)
Community Development Communications Coordinator
Confidential Assistant (ALL)
Confidential Investigator
Coordinator, Cultural Arts Program
Coordinator, Developmentally Challenged Recreation Program
Counsel (ALL)
Deputy Commissioner (ALL)
Deputy Executive Director (ALL)
Deputy Receiver of Taxes (ALL)

SCHEDULE “F” (CONTINUED)

Deputy Town Attorney
Deputy Town Clerk
Deputy Town Comptroller
Director (ALL)
Electrical Services Supervisor
Executive Assistant to the Supervisor
Executive Assistant to Town Board
Executive Director, Civil Service Commission
Highway Maintenance Crew Chief
Highway Maintenance Supervisor
Historian
Housing Supervisor
Industrial Development Assistant
Inspector
Laboratory Supervisor
Legislative Aide
Multi-Keyboard Supervisor
Office Services Supervisor
Parks Maintenance Supervisor
Park Supervisor II
Park Supervisor III
Payroll Supervisor
Personnel Specialist II
Personnel Specialist III
Personnel Specialist IV
Pest Control Supervisor
Planner Supervisor
Press Secretary
Principal Deputy Town Attorney
Public Information Officer
Recreation Facility Manager
Registrar of Vital Statistics (Part-Time)
Risk Management Officer
Sanitation Safety Coordinator
Sanitation Supervisor
Secretary (in the Office of the Supervisor)

SCHEDULE “F” (CONTINUED)

Secretary to Joint Village-Town Aircraft Noise Abatement Committee
Secretary to the Board of Zoning Appeals
Secretary to the Public Employment Relations Board
Secretary to the Supervisor
Secretary to the Town Board
Secretary to the Town Clerk
Senior Deputy Town Attorney
Senior Law Assistant
Senior Policy Advisor to the Supervisor
Special Assistant to the Supervisor
Special Investigator (Classified Matters)
Special Investigator (Sanitation)
Special Park District Supervisor
Superintendent of Sanitation
Superintendent of Street Lighting
Superintendent of Water Supply
Supervisor of Building Operations
Supervisor of Construction Inspection Services
Supervisor of Inspection Services
Supervisor of Licensing
Supervisor of Marina Maintenance
Supervisor of Marine Maintenance
Supervisor of Waterways Maintenance
Town Attorney
Town Comptroller
Vocational Training Supervisor
Water Distribution Supervisor
Water Metering Supervisor

GRIEVANCE PROCEDURE

Including other than full-time employees as per Part 6.0 hereof.
Regulations governing the submission and settlement of grievances of
Town of Hempstead employees.

PREAMBLE:

In order to establish a more harmonious and cooperative relationship between the Town of Hempstead and its employees, it is hereby declared to be the policy of the administration of the Town to provide for the settlement of employment grievances through the following procedure.

Part 1.0 DEFINITIONS

1.1 The term “Board” shall mean the Town of Hempstead Grievance Board.

1.2 The term “Department” means departments, boards, agencies, commissions, or special districts of the Town government.

1.3 The term “CSEA” means the recognized bargaining agent.

1.4 The term “Employee Representative” means the agent selected by the employee to act in his/her behalf in the processing of a grievance.

1.5 The term “Department Representative” means the officer or employee designated by the head of such department to act with full authority in his/her behalf in making a determination on a grievance.

1.6 “Immediate Supervisor” means the employee or officer on the next higher level of authority above the employee in the department wherein the grievance exists and who normally assigns and reviews the employee’s work, approves his/her time record or evaluates his/her work performance by or with the designation of the department head.

GRIEVANCE PROCEDURE (CONTINUED)

1.7 “Grievance” shall be defined as any claimed violation, misinterpretation or inequitable application of the existing collective bargaining agreement, rules, procedures, regulations, administrative orders or work rules of the employer or a department, except any matter which is otherwise reviewable pursuant to the Civil Service Law.

1.8 “Group Grievance” means a grievance affecting more than one employee in which a common question(s) predominates and the joining of such claims is superior for the fair and efficient resolution of the matter. Only CSEA can process group grievances.

1.9 “Higher Ranking Supervisor” means the employee or officer on a higher level of authority in direct line above the immediate supervisor and below the level of the department head.

1.10 “Hearing Representative” means the officer or employee designated by the department head to conduct a hearing at the second step of the procedure herein.

INTRODUCTION:

Part 2.0

The provisions and procedures established hereunder shall be applicable to grievances in any department, board, agency, commission or special district of the Town of Hempstead. This procedure shall not apply to any matter involving an employee’s job classification, title, retirement benefits, disciplinary proceeding or any matter which is otherwise reviewable pursuant to Civil Service Law or any rule, law or regulation having the force and effect of law.

It is the fundamental responsibility of supervisors or those in charge to take appropriate action promptly and fairly upon the grievances of their subordinates.

GRIEVANCE PROCEDURE (CONTINUED)

The head of each department, board, agency, commission or special district of the Town of Hempstead shall be responsible for carrying out the regulations prescribed herein and maintaining the standards herein prescribed.

DEPARTMENTAL RESPONSIBILITY:

Part 3.0

An employee shall be entitled to a representative selected by CSEA in the presentation and processing of a grievance.

3.1 The first step shall consist of the employee's presentation of his/her grievance to his/her immediate supervisor, who shall consult with and permit the employee to consult with any of his/her higher-ranking supervisors below the head of the department, board, agency, commission, or special district of the Town of Hempstead. The discussion and resolution of grievances in the first step shall be on an oral basis.

3.2 The second step shall be the determination of the grievance by the head of the department, board, agency, commission, or special district or by a duly designated representative. If a grievance is not satisfactorily settled at the first step, the employee may request a review and determination by the head of the department, board, agency, commission, or special district of the Town of Hempstead or designated representative. In this case, the specific nature of the grievance shall be made in writing, by the employee and by the appropriate supervisors. The head of the department, board, agency, commission, or special district shall, at the request of the employee, hold an informal hearing. The employee and his/her representative may appear and present oral statements or arguments. The determination of such grievance shall be made by the head of the department, board, agency, commission, or special district, or his/her representative.

GRIEVANCE PROCEDURE (CONTINUED)

PROCEDURES:

Part 4.0

4.1 All employees have the right to present their grievance in accordance with the procedures described herein, with the assistance of a representative of the CSEA, and free from interference, coercion, restraint, discrimination, or reprisal. The CSEA shall have a right to have a representative present at each grievance step and to be notified of each decision. The time within which to bring an employee or group grievance shall be six (6) months.

4.2 Step 1: An employee who feels that he/she has been aggrieved may orally present his/her grievance to his/her immediate supervisor or department supervisor common to the group who shall carefully consider the matter and, within five (5) working days thereafter, make a determination and advise the employee and the CSEA of the decision.

4.3 Step 2: If the grievance is not satisfactorily adjusted at Step 1, an employee or his/her CSEA representative may present the matter to his/her department head within five (5) working days after notification of the decision provided in Step 1, by filing with his/her department head or a duly designated representative, a written notice of the specified grievance on an official form provided for that purpose. Within ten (10) working days after it is presented to him/her, the department head or duly designated representative shall make a written determination and advise the employee and the CSEA of the decision.

4.4 Step 3: If the grievance is not satisfactorily adjusted at Step 2, an employee or his/her CSEA representative may appeal the matter to the Town of Hempstead Grievance Board within thirty (30) working days after the decision provided at Step 2.

GRIEVANCE PROCEDURE (CONTINUED)

4.5 The Grievance Board shall commence a hearing within twenty (20) working days after the receipt of the employee's request and shall render a decision within forty-five (45) working days. Both the Grievance Board and the employee shall be entitled to one (1) adjournment as of right, but further adjournments may only be by mutual consent.

4.6 Any matter that is not a grievance as defined herein shall not be the subject of the binding arbitration procedure provided herein.

4.7 The parties to the grievance may submit written statements on matters relating to the grievance to the Board prior to the hearing. The employee, his representative, if any, and the head of the department shall be notified in writing of the decision of the Board.

4.8 If a grievance is referred to the Labor Management Committee by mutual consent, the Labor Management Committee shall meet within ten (10) working days and render a decision within ten (10) working days subsequent to its last meeting.

4.9 The appeals to the Grievance Board will be heard in private.

4.10 Step 4: Within thirty (30) working days after the notification of the decision reached at Step 3, a grievance as defined herein, with the consent of the CSEA, shall be submitted to arbitration for review.

4.11 Panel of Arbitrators. The Employer and the CSEA shall mutually agree on a panel of twelve (12) arbitrators. Each person selected must be a labor arbitration panel member of the American Arbitration Association or the New York State Public Employment Relations Board (PERB) panel.

4.12 Arbitrators shall be selected in alphabetical order. The arbitrator selected shall be notified immediately and must hold the hearing within thirty (30) calendar days from the date of his/her designation unless otherwise agreed to by the parties.

GRIEVANCE PROCEDURE (CONTINUED)

4.13 If the arbitrator selected advises the parties that he/she is unable to hear the dispute within thirty (30) calendar days from the date he/she is notified of selection, the next arbitrator on the list shall be designated. Names of arbitrators who have served and of those who have been unable to accept an assignment shall be moved to the bottom of the panel list.

4.14 Those selected as arbitrators under this Agreement shall receive a fee as may be agreed upon between the parties per day, to include all expenses, and to be borne equally by the parties.

4.15 The arbitrator shall have no authority to add to, subtract from, modify or change in any way the provisions of this Agreement or any expressly written amendment or supplement thereto, or to extend its duration, unless the parties have expressly agreed in writing, to give the arbitrator specific authority to do so, or to make an award which has this effect. It is understood that a grievance proceeding commenced during the term of this Agreement or after its expiration date, but prior to execution of a new agreement, may be processed after the stated expiration date as if the Agreement was still in effect. The award of the arbitrator so made shall be final and binding on the parties.

4.16 The arbitrator shall confine himself to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to him, nor shall he submit observations or declarations of opinion which are not essential in reaching the determination.

4.17 The arbitrators shall issue written findings of fact and binding decision for resolving the grievance to the parties within thirty (30) calendar days after the hearing.

4.18 Arbitration hearings shall consist of, but not be limited to, a review of the evidence, record and decisions reached at Step 3.

GRIEVANCE PROCEDURE (CONTINUED)

4.19 Evidence that has not been submitted at the Grievance Board hearing shall not be submitted at an arbitration hearing unless the party submitting the evidence has submitted same to the Grievance Board at least ten (10) calendar days prior to the arbitration hearing. It is understood that the term “evidence” shall not include the submission of decisions regarding similar cases, new arguments, the submission of applicable statutes, rules, regulations or case law.

4.20 Should the Town Grievance Board change its decision subsequent to the timely submission of new evidence, and should the CSEA withdraw a grievance as a result thereof, any cancellation fee charged by the arbitrator shall be borne equally by the parties.

4.21 Group Grievances shall be presented to the Department Head or the Director of Human Resources if the group encompasses more than one department.

Part 5.0 For the purpose of this Grievance Procedure:

5.1 Failure by the Employer, at any step of the procedure provided herein, to communicate a decision of a grievance within the specified time limits shall permit the employee to proceed to the next step.

5.2 Failure by the employee or CSEA at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be a waiver of the right to appeal to the next step.

5.3 Conferences and hearings held under the procedure provided herein shall be conducted at times and places which will afford a fair and reasonable opportunity for all persons entitled to be present at such conferences or hearings. When such conferences or hearings are held during working hours, all individuals necessary for the conferences or hearings will be excused without loss of pay or benefits for the purpose of attending such conferences or hearings.

GRIEVANCE PROCEDURE (CONTINUED)

Part 6.0 A Grievance Committee, comprised of a total of four (4) members (two [2] from CSEA and two [2] from the Town of Hempstead), mutually agreeable to both sides, shall be formed solely for the purpose of investigating grievances on behalf of other than full-time employees having a minimum of thirty (30) days length of service. Upon finding by a majority of this Committee that the grievance is warranted, said other than full-time employee will be permitted to process his/her grievance in accordance with the grievance procedure herein.

DISCIPLINARY PROCEDURE

1.0 The provisions of this section shall be exclusive for all employees of the Employer who previously had, or upon subsequently becoming employed would have had, the disciplinary protections afforded under Section 75 of the Civil Service Law of the State of New York or Chapter 37 of the Code of the Town of Hempstead, were it not for the enactment of this new disciplinary procedure. It is further understood that employees of the Employer who were not previously granted the protections of either Section 75 or Chapter 37 are not entitled to the disciplinary protection afforded herein unless they are subsequently employed in a title that provides for such protection were it not for the enactment of this new disciplinary procedure.

1.1 There shall be a trial period of six (6) months from date of original hire for all employees in full-time positions, unless a longer, or new, or additional probationary or trainee period is provided by the Civil Service Commission Rules or by New York State statute. During this trial period, the employee holding the position shall not have any disciplinary protection. In addition, an employee's failure of a probationary or trainee period required by the Civil Service Commission shall not be subject to the Disciplinary Procedure.

1.2 Interruptions of service in a full-time or other than full-time position, lasting less than one year, shall not be an interruption of years of continuous service.

1.3 Only an employee who has passed the trial period, as set forth above, shall be entitled to use the Disciplinary Review Procedure as set forth in this section.

1.4 An employee who is other than full-time, temporary, provisional, exempt (unless otherwise protected under the Civil Service Law), or in the unclassified service, or in a position designated by the Civil Service Commission as "confidential" or "influencing policy", shall not have

DISCIPLINARY PROCEDURE (CONTINUED)

the protections of this procedure in this Agreement. However, during the time that an other than full-time employee is on the Eligibility List (provided under Section 49B of the parties' CBA), such employee shall be eligible for the protections of Schedule E of this Agreement. Time served in any such position shall not be credited towards a trial period, except that following a permanent appointment, time served in subsequent positions (other than: full-time, temporary, unclassified, or positions designated by the Civil Service Commission as "confidential" or "influencing policy") shall be credited towards the trial period.

2.0 An employee who is covered by this schedule may not have any of the Health, Dental or Optical insurance benefits provided for in this Agreement suspended, discontinued, or interrupted by the Town pending the completion of the Disciplinary Review Procedure provided for in this section. The Town shall continue to pay the full cost of individual and family health and dental insurance that was in effect for such employee on the day immediately preceding his/her termination. However, the employee shall be required to reimburse the Employer for any required percentage share of the cost of the health insurance premium upon the conclusion of the disciplinary proceedings.

3.0 No penalty or punishment beyond a reprimand may be imposed unless the employee has been given a reasonable opportunity to have a CSEA representative present at the time any such penalty or punishment is imposed.

3.1 No employee shall be asked or required to sign a resignation unless he/she has first been afforded a reasonable opportunity to consult with a CSEA representative.

4.0 When an employee is being interviewed by a departmental representative under circumstances that may lead to the imposition of a disciplinary penalty against him/her other than a reprimand, the employee shall be given an opportunity to have a CSEA representative present during such interview.

DISCIPLINARY PROCEDURE (CONTINUED)

4.1 Such CSEA representative shall be excused from work for a sufficient period of time necessary to assist the employee who has requested his/her presence.

4.2 Such representative, while having the right to be present during the period of interview, shall also have the right to confer with and advise the employee both before and after the interview.

4.3 Statements made by an employee after notice of an investigation related to charges which may be brought against such employee, which statements are made in the absence of an opportunity to have his representative available at the interview, shall not be admissible in the Disciplinary Review Procedure.

5.0 NOTICE OF DISCIPLINE AND CHARGES: An employee who is entitled to the protections of this section shall, within fifteen (15) calendar days of the imposition of a penalty, be served with written notice of the discipline and charges of incompetence and/or misconduct either in person or by certified mail, return receipt requested, to his/her current address as it appears on the Employer's personnel records. If the employee wishes to contest said discipline, the employee must proceed in accordance with the Disciplinary Review Procedure set forth in this section. A copy of such notice and charges shall simultaneously be served upon the CSEA.

6.0 Discipline may consist of and shall be limited to a reprimand, or a fine not to exceed one hundred dollars (\$100) or a loss of leave entitlements not to exceed thirty (30) days, or a suspension without pay, or demotion in grade or step or dismissal from Town service.

6.1 A discharge or a suspension without pay, in excess of fifteen working days, shall entitle the CSEA to proceed directly to Step 3 of the Disciplinary Review Procedure for expedited arbitration.

DISCIPLINARY PROCEDURE (CONTINUED)

7.0 No discipline may be imposed more than eighteen (18) months after the occurrence of the alleged incompetence or misconduct complained of by the Town and described in the notice and charges, unless said incompetence or misconduct would, if proved in a court of competent jurisdiction, constitute a crime.

8.0 DISCIPLINARY REVIEW PROCEDURE:

8.1 Step 1: Within fifteen (15) working days after the imposition of disciplinary action or receipt of notice of discipline and charges, whichever is first, an employee who objects to the disciplinary action which was imposed shall present his/her objection in writing to his/her department head, who shall carefully consider the matter, and within ten (10) working days thereafter, make a determination and advise the employee and the CSEA of the decision.

8.2 Step 2: If the objection is not satisfactorily adjusted at Step 1, an employee or his/her CSEA representative shall appeal the matter to a Town disciplinary review officer within ten (10) working days after notification of the decision provided in Step 1, by filing with the Town disciplinary review officer a notice of appeal on the form provided by the Town. On a date mutually agreed upon by the Town and the CSEA, but not exceeding sixty (60) working days after the filing of the appeal, the disciplinary review officer shall commence a conference to review the appeal. Conferences will be concluded no later than twenty (20) working days after the initial conference unless there is mutual consent to extend the time. Within fifteen (15) working days after the close of the conference, the Town disciplinary review officer shall make a written determination on the appeal and advise the employee and the CSEA of that determination.

8.3 Step 3: Within fifteen (15) working days after (a) notification of the decision reached at Step 2; (b) discharge; or (c) suspension without pay in excess of fifteen (15) working days, only the CSEA may proceed to Disciplinary Arbitration.

DISCIPLINARY PROCEDURE (CONTINUED)

9.0 DISCIPLINARY ARBITRATION:

9.1 Panel of Arbitrators. The Employer and the CSEA shall mutually agree on a panel of twelve (12) arbitrators. Each person selected must be a labor arbitration panel member of the American Arbitration Association or the New York State Public Employment Relations Board panel.

9.2 Arbitrators shall be selected in alphabetical order. The arbitrator selected shall be notified immediately and must hold the hearing within thirty (30) calendar days from the date of his/her designation unless otherwise agreed to by the parties.

9.3 If the arbitrator selected advises the parties that he/she is unable to hear the dispute within thirty (30) calendar days from the date he/she is notified of selection, the next arbitrator on the list shall be designated. Names of arbitrators who have served and of those who have been unable to accept an assignment shall be moved to the bottom of the panel list.

9.4 Those selected as arbitrators under this Agreement shall receive a fee as may be agreed upon between the parties per day, to include all expenses, and to be borne equally by the parties.

9.5 The arbitrator shall have no authority to add to, subtract from, modify or change in any way the provisions of this Agreement or any expressly written amendment or supplement thereto, or to extend its duration, unless the parties have expressly agreed in writing, to give the arbitrator specific authority to do so, or to make an award which has this effect. It is understood that a disciplinary proceeding commenced during the term of this Agreement or after its expiration date, but prior to execution of a new agreement, may be processed after the stated expiration date as if the Agreement was still in effect. The award of the arbitrator so made shall be final and binding on the parties.

DISCIPLINARY PROCEDURE (CONTINUED)

9.6 The arbitrator shall confine himself to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to him, nor shall he submit observations or declarations of opinion which are not essential in reaching the determination.

9.7 The arbitrators shall issue written findings of fact and binding decision for resolving the disciplinary action to the parties within thirty (30) calendar days after the hearing.

9.8 For the purpose of this Disciplinary Review Procedure:

(a) Failure by the Town, at any step of the procedure provided herein, to communicate a decision on a grievance or objection within the specified time limits shall permit the employee or the CSEA to proceed to the next step.

(b) Failure by the employee or CSEA at any step of this procedure to appeal a disciplinary action to the next step within the specified time limits shall be deemed to be a waiver of the right to appeal to the next step.

(c) Judicial Review of Disciplinary Action shall be exclusively limited to procedures available under New York Civil Practice Law and Rules (NYCPLR) Article 75.

(d) Neither the CSEA nor the Town shall be permitted more than two (2) adjournments of any arbitration case. No adjournment shall be for more than ten (10) working days. Default will be granted against the party requesting more than two (2) adjournments.

(e) The arbitrator shall only decide whether misconduct or incompetence existed, and if so, the appropriate penalty permitted by this Agreement. The arbitrator shall also decide whether the disciplinary procedures set forth in this agreement were violated.

DISCIPLINARY PROCEDURE (CONTINUED)

(f) No employee shall be suspended for more than fifteen (15) working days, pending the ruling of the arbitrator, unless the employee:

(i) poses a threat to the residents of the Town of Hempstead, property of the Town of Hempstead, or other employees of the Town of Hempstead; or

(ii) is dismissed by the Town of Hempstead.

SALARY SCHEDULE "B" - 2017

SALARY SCHEDULE B - 2017
(APPLICABLE TO EMPLOYEES HIRED ON OR BEFORE DECEMBER 31, 1974)

Grade	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Grade
2	54,982	55,752	57,180	59,045	60,876	61,347	61,806	62,264	62,742	2
3	56,156	56,963	58,493	60,413	62,342	62,848	63,306	63,794	64,274	3
4	57,633	58,493	60,112	62,037	63,967	64,449	64,924	65,411	65,894	4
5	58,948	59,883	61,579	63,510	65,432	65,919	66,397	66,882	67,351	5
6	60,295	61,272	62,962	65,039	67,127	67,648	68,165	68,677	69,205	6
7	61,812	62,812	64,586	66,610	69,050	69,608	70,163	70,727	71,287	7
8	63,518	64,586	66,438	68,745	71,054	71,634	72,217	72,809	73,369	8
9	65,228	66,346	68,281	70,674	73,060	73,655	74,269	74,859	75,455	9
10	67,016	68,209	70,294	72,834	75,377	76,012	76,639	77,295	77,914	10
11	68,944	70,204	72,368	75,071	77,762	78,440	79,113	79,789	80,478	11
12	70,884	72,212	74,447	77,304	80,152	80,868	81,572	82,292	83,013	12
13	72,830	74,214	76,530	79,537	82,546	83,292	84,042	84,803	85,548	13
14	75,387	76,922	79,377	82,709	86,031	86,840	87,682	88,495	89,317	14
15	77,640	79,221	81,776	85,265	88,699	89,591	90,439	91,316	92,190	15
16	79,883	81,544	84,170	87,794	91,407	93,219	94,126	95,030	95,930	16
17	82,140	83,856	86,554	90,321	94,108	95,044	96,000	96,941	97,887	17
18	84,394	86,169	88,943	92,878	96,813	97,779	98,776	99,741	100,731	18
19	87,355	89,257	92,101	96,183	100,260	101,289	102,308	103,344	104,368	19
20	90,522	92,411	95,416	99,586	103,744	104,781	105,837	106,864	107,903	20
21	94,863	96,711	99,887	104,368	108,831	109,949	111,072	112,180	113,298	21
22	99,354	101,350	104,661	109,290	113,928	115,073	116,233	117,382	118,553	22
23	103,844	105,973	109,433	114,223	119,002	120,193	121,387	122,593	123,794	23
24	108,356	110,604	114,223	119,168	124,090	125,330	126,566	127,787	128,996	24
25	113,631	116,002	119,780	124,862	129,961	131,235	132,504	133,761	135,048	25
26	118,893	121,387	125,333	130,565	135,823	137,128	138,433	139,750	141,054	26
27	124,187	126,786	130,870	136,283	141,679	143,017	144,372	145,710	147,068	27
28	130,218	132,954	137,192	142,755	148,299	149,697	151,066	152,469	153,849	28
29	136,283	139,120	143,522	149,228	154,930	156,353	157,784	159,206	160,631	29

SALARY SCHEDULE "C" - 2017

SALARY SCHEDULE C - 2017
(APPLICABLE TO EMPLOYEES HIRED ON OR AFTER JANUARY 01, 1975 AND ON OR BEFORE DECEMBER 31, 2012)

START		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12	STEP 13	GRADE	
GRADE	STEP	A	B	C	D	E	F	G	H	I	J	K	L	M	N	
2		34,181	37,245	39,306	41,366	43,780	45,505	47,244	50,449	54,982	55,752	57,180	59,045	60,876	62,742	2
3		34,970	38,115	40,176	42,229	44,648	46,396	48,137	51,422	56,156	56,963	58,493	60,413	62,342	64,274	3
4		35,932	39,161	41,219	43,270	45,701	47,444	49,197	52,619	57,633	58,493	60,112	62,037	63,967	65,894	4
5		36,835	40,148	42,195	44,256	46,678	48,435	50,201	53,833	58,948	59,883	61,579	63,510	65,432	67,351	5
6		37,704	41,101	43,159	45,217	47,630	49,402	51,166	55,006	60,295	61,272	62,962	65,039	67,127	69,205	6
7		38,755	42,241	44,290	46,342	48,766	50,551	52,358	56,389	61,812	62,812	64,586	66,610	69,050	71,287	7
8		39,858	43,444	45,500	47,556	49,980	51,842	53,696	57,867	63,518	64,586	66,438	68,745	71,054	73,369	8
9		40,974	44,664	46,722	48,768	51,183	53,114	55,043	59,343	65,228	66,346	68,281	70,674	73,060	75,455	9
10		42,149	45,940	47,995	50,046	52,504	54,489	56,469	60,910	67,016	68,209	70,294	72,834	75,377	77,914	10
11		43,416	47,322	49,377	51,432	54,015	56,026	58,015	62,602	68,944	70,204	72,368	75,071	77,762	80,478	11
12		44,690	48,710	50,804	52,905	55,547	57,563	59,572	64,310	70,884	72,212	74,447	77,304	80,152	83,013	12
13		45,968	50,106	52,266	54,421	57,065	59,089	61,116	66,010	72,830	74,214	76,530	79,537	82,546	85,548	13
14		47,625	51,906	54,147	56,389	59,043	61,087	63,127	68,202	75,387	76,922	79,377	82,709	86,031	89,317	14
15		49,226	53,652	55,906	58,165	60,816	62,869	64,919	70,162	77,640	79,221	81,776	85,265	88,699	92,190	15
16		50,858	55,442	57,689	59,942	62,586	64,657	66,739	72,154	79,883	81,544	84,170	87,794	91,407	95,030	16
17		52,491	57,203	59,459	61,702	64,355	66,441	68,535	74,126	82,140	83,856	86,554	90,321	94,108	97,887	17
18		54,121	58,982	61,234	63,491	66,133	68,250	70,347	76,114	84,394	86,169	88,943	92,878	96,813	100,731	18
19		56,336	61,400	63,643	65,907	68,549	70,677	72,801	78,801	87,355	89,257	92,101	96,183	100,260	104,368	19
20		58,598	63,878	66,124	68,377	71,021	73,168	75,314	81,563	90,522	92,411	95,416	99,586	103,744	107,903	20
21		61,739	67,298	69,558	71,797	74,442	76,620	78,800	85,378	94,863	96,711	99,887	104,368	108,831	113,298	21
22		65,002	70,852	73,102	75,347	78,000	80,204	82,414	89,346	99,354	101,350	104,661	109,290	113,928	118,553	22
23		68,253	74,389	76,639	78,900	81,547	83,783	86,031	93,291	103,844	105,973	109,433	114,223	119,002	123,794	23
24		71,504	77,937	80,196	82,443	85,096	87,367	89,631	97,246	108,356	110,604	114,223	119,168	124,090	128,996	24
25		75,345	82,126	84,373	86,620	89,270	91,581	93,890	101,927	113,631	116,002	119,780	124,862	129,961	135,048	25
26		79,191	86,315	88,560	90,819	93,463	95,802	98,146	106,586	118,893	121,387	125,333	130,565	135,823	141,054	26
27		83,031	90,506	92,755	95,009	97,650	100,034	102,406	111,260	124,187	126,786	130,870	136,283	141,679	147,068	27
28		87,452	95,319	97,568	99,819	102,457	104,888	107,312	116,635	130,218	132,954	137,192	142,755	148,299	153,849	28
29		91,872	100,128	102,388	104,630	107,278	109,741	112,207	122,009	136,283	139,120	143,522	149,228	154,930	160,631	29
30		96,532	105,208	107,461	109,706	112,354	114,868	117,376	127,667							30

SALARY SCHEDULE "D" - 2017

SALARY SCHEDULE D - 2017 (FOR EMPLOYEES HIRED ON OR AFTER JANUARY 01, 2013)

1ST YR
START

GRADE	STEP	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12	STEP 13	GRADE
	A	B	C	D	E	F	G	H	I	J	K	L	M	N	
2	34,181	36,918	38,870	40,930	43,344	44,962	46,700	48,274	52,264	54,664	56,093	57,956	60,876	62,742	2
3	34,970	37,789	39,742	41,794	44,214	45,853	47,593	49,246	53,435	55,875	57,405	59,325	62,342	64,274	3
4	35,932	38,835	40,783	42,835	45,266	46,901	48,653	50,444	54,913	57,405	59,025	60,949	63,967	65,894	4
5	36,835	39,822	41,760	43,821	46,243	47,890	49,657	51,657	56,228	58,795	60,490	62,421	65,432	67,351	5
6	37,704	40,723	42,723	44,781	47,196	48,857	50,622	52,830	57,575	60,184	61,874	63,952	67,127	69,205	6
7	38,755	41,915	43,853	45,907	48,331	50,008	51,814	54,215	59,093	61,725	63,498	65,523	69,050	71,287	7
8	39,858	43,118	45,066	47,121	49,544	51,298	53,152	55,692	60,799	63,498	65,351	67,658	71,054	73,369	8
9	40,974	44,336	46,287	48,334	50,748	52,570	54,500	57,169	62,509	65,259	67,193	69,586	73,060	75,455	9
10	42,149	45,614	47,559	49,611	52,070	53,945	55,925	58,736	64,297	67,121	69,206	71,747	75,377	77,914	10
11	43,416	46,996	48,943	50,997	53,581	55,481	57,471	60,427	66,225	69,117	71,280	73,983	77,762	80,478	11
12	44,690	48,384	50,368	52,468	55,112	57,019	59,028	62,135	68,164	71,125	73,359	76,216	80,152	83,013	12
13	45,968	49,780	51,831	53,985	56,630	58,545	60,572	63,835	70,110	73,127	75,442	78,450	82,546	85,548	13
14	47,625	51,579	53,712	55,955	58,607	60,542	62,583	66,027	72,669	75,834	78,289	81,621	86,031	89,317	14
15	49,226	53,326	55,472	57,730	60,381	62,325	64,375	67,987	74,920	78,134	80,689	84,177	88,699	92,190	15
16	50,858	55,115	57,255	59,507	62,151	64,113	66,194	69,978	77,162	80,456	83,082	86,705	91,407	95,030	16
17	52,491	56,877	59,024	61,267	63,921	65,897	67,991	71,951	79,421	82,769	85,465	89,233	94,108	97,887	17
18	54,121	58,655	60,799	63,057	65,699	67,705	69,802	73,939	81,676	85,082	87,855	91,792	96,813	100,731	18
19	56,336	61,074	63,208	65,471	68,114	70,133	72,258	76,625	84,636	88,169	91,012	95,096	100,260	104,368	19
20	58,598	63,551	65,689	67,942	70,585	72,624	74,771	79,387	87,802	91,324	94,329	98,497	103,744	107,903	20
21	61,739	66,972	69,123	71,363	74,006	76,076	78,255	83,201	92,144	95,623	98,801	103,281	108,831	113,298	21
22	65,002	70,525	72,668	74,912	77,565	79,659	81,871	87,171	96,635	100,262	103,575	108,203	113,928	118,553	22
23	68,253	74,062	76,205	78,465	81,111	83,239	85,487	91,116	101,124	104,886	108,347	113,135	119,002	123,794	23
24	71,504	77,611	79,761	82,009	84,661	86,823	89,088	95,071	105,637	109,517	113,135	118,080	124,090	128,996	24
25	75,345	81,800	83,936	86,185	88,835	91,038	93,346	99,751	110,911	114,914	118,692	123,774	129,961	135,048	25
26	79,191	85,989	88,126	90,384	93,029	95,259	97,602	104,410	116,175	120,300	124,246	129,477	135,823	141,054	26
27	83,031	90,180	92,320	94,573	97,216	99,490	101,862	109,084	121,468	125,699	129,781	135,196	141,679	147,068	27
28	87,452	94,993	97,133	99,384	102,023	104,344	106,768	114,460	127,499	131,888	136,104	141,668	148,299	153,849	28
29	91,872	99,802	101,952	104,195	106,843	109,198	111,663	119,834	133,565	138,033	142,434	148,140	154,930	160,631	29
30	96,532	104,883	107,025	109,271	111,919	114,324	116,833	125,493							30

SALARY SCHEDULE - 2018

SALARY SCHEDULE - 2018

1ST YR
START

GRADE	STEP	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12	STEP 13	GRADE
	A	B	C	D	E	F	G	H	I	J	K	L	M	N	
2	34,181	36,918	38,870	40,930	43,344	44,962	46,700	48,274	52,264	54,664	56,093	57,956	60,876	62,742	2
3	34,970	37,789	39,742	41,794	44,214	45,853	47,593	49,246	53,435	55,875	57,405	59,325	62,342	64,274	3
4	35,932	38,835	40,783	42,835	45,266	46,901	48,653	50,444	54,913	57,405	59,025	60,949	63,967	65,894	4
5	36,835	39,822	41,760	43,821	46,243	47,890	49,657	51,657	56,228	58,795	60,490	62,421	65,432	67,351	5
6	37,704	40,716	42,723	44,781	47,196	48,857	50,622	52,830	57,575	60,184	61,874	63,952	67,127	69,205	6
7	38,755	41,915	43,853	45,907	48,331	50,008	51,814	54,215	59,093	61,725	63,498	65,523	69,050	71,287	7
8	39,858	43,118	45,066	47,121	49,544	51,298	53,152	55,692	60,799	63,498	65,351	67,658	71,054	73,369	8
9	40,974	44,336	46,287	48,334	50,748	52,570	54,500	57,169	62,509	65,259	67,193	69,586	73,060	75,455	9
10	42,149	45,614	47,559	49,611	52,070	53,945	55,925	58,736	64,297	67,121	69,206	71,747	75,377	77,914	10
11	43,416	46,996	48,943	50,997	53,581	55,481	57,471	60,427	66,225	69,117	71,280	73,983	77,762	80,478	11
12	44,690	48,384	50,368	52,468	55,112	57,019	59,028	62,135	68,164	71,125	73,359	76,216	80,152	83,013	12
13	45,968	49,780	51,831	53,985	56,630	58,545	60,572	63,835	70,110	73,127	75,442	78,450	82,546	85,548	13
14	47,625	51,579	53,712	55,955	58,607	60,542	62,583	66,027	72,669	75,834	78,289	81,621	86,031	89,317	14
15	49,226	53,326	55,472	57,730	60,381	62,325	64,375	67,987	74,920	78,134	80,689	84,177	88,699	92,190	15
16	50,858	55,115	57,255	59,507	62,151	64,113	66,194	69,978	77,162	80,456	83,082	86,705	91,407	95,030	16
17	52,491	56,877	59,024	61,267	63,921	65,897	67,991	71,951	79,421	82,769	85,465	89,233	94,108	97,887	17
18	54,121	58,655	60,799	63,057	65,699	67,705	69,802	73,939	81,676	85,082	87,855	91,792	96,813	100,731	18
19	56,336	61,074	63,208	65,471	68,114	70,133	72,258	76,625	84,636	88,169	91,012	95,096	100,260	104,368	19
20	58,598	63,551	65,689	67,942	70,585	72,624	74,771	79,387	87,802	91,324	94,329	98,497	103,744	107,903	20
21	61,739	66,972	69,123	71,363	74,006	76,076	78,255	83,201	92,144	95,623	98,801	103,281	108,831	113,298	21
22	65,002	70,525	72,668	74,912	77,565	79,659	81,871	87,171	96,635	100,262	103,575	108,203	113,928	118,553	22
23	68,253	74,062	76,205	78,465	81,111	83,239	85,487	91,116	101,124	104,886	108,347	113,135	119,002	123,794	23
24	71,504	77,611	79,761	82,009	84,661	86,823	89,088	95,071	105,637	109,517	113,135	118,080	124,090	128,996	24
25	75,345	81,800	83,939	86,185	88,835	91,038	93,346	99,751	110,911	114,914	118,692	123,774	129,961	135,048	25
26	79,191	85,989	88,126	90,384	93,029	95,259	97,602	104,410	116,175	120,300	124,246	129,477	135,823	141,054	26
27	83,031	90,180	92,320	94,573	97,216	99,490	101,862	109,084	121,468	125,699	129,781	135,196	141,679	147,068	27
28	87,452	94,993	97,133	99,384	102,023	104,344	106,768	114,460	127,499	131,868	136,104	141,668	148,299	153,849	28
29	91,872	99,802	101,952	104,195	106,843	109,198	111,663	119,834	133,565	138,033	142,434	148,140	154,930	160,631	29
30	96,532	104,883	107,025	109,271	111,919	114,324	116,833	125,493							30

SALARY SCHEDULE - 2019

SALARY SCHEDULE - 2019

1ST YR
START

GRADE	STEP	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12	STEP 13	GRADE
	A	B	C	D	E	F	G	H	I	J	K	L	M	N	
2	34,779	37,564	39,550	41,646	44,103	45,749	47,517	49,119	53,179	55,621	57,075	58,970	61,941	63,840	2
3	35,582	38,450	40,437	42,525	44,988	46,655	48,426	50,108	54,370	56,853	58,410	60,363	63,433	65,399	3
4	36,561	39,515	41,497	43,585	46,058	47,722	49,504	51,327	55,874	58,410	60,058	62,016	65,086	67,047	4
5	37,480	40,519	42,491	44,588	47,052	48,728	50,526	52,561	57,212	59,824	61,549	63,513	66,577	68,530	5
6	38,364	41,490	43,471	45,565	48,022	49,717	51,508	53,755	58,583	61,237	62,957	65,071	68,302	70,416	6
7	39,433	42,649	44,620	46,710	49,177	50,883	52,721	55,164	60,127	62,805	64,609	66,670	70,258	72,535	7
8	40,556	43,873	45,855	47,946	50,411	52,196	54,082	56,067	61,863	64,609	66,495	68,842	72,297	74,653	8
9	41,691	45,112	47,097	49,180	51,636	53,490	55,454	58,169	63,603	66,401	68,369	70,804	74,339	76,775	9
10	42,887	46,412	48,391	50,479	52,981	54,889	56,904	59,764	65,422	68,296	70,417	73,003	76,696	79,277	10
11	44,176	47,818	49,800	51,889	54,519	56,452	58,477	61,484	67,384	70,327	72,527	75,278	79,123	81,886	11
12	45,472	49,231	51,249	53,386	56,076	58,017	60,061	63,222	69,357	72,370	74,643	77,550	81,555	84,466	12
13	46,772	50,651	52,738	54,930	57,621	59,570	61,632	64,952	71,337	74,407	76,762	79,823	83,991	87,045	13
14	48,458	52,482	54,652	56,934	59,633	61,601	63,678	67,182	73,941	77,161	79,659	83,049	87,537	90,880	14
15	50,087	54,259	56,443	58,740	61,438	63,416	65,502	69,177	76,231	79,501	82,101	85,650	90,251	93,803	15
16	51,748	56,080	58,257	60,548	63,239	65,235	67,352	71,203	78,512	81,864	84,536	88,222	93,007	96,693	16
17	53,410	57,872	60,057	62,339	65,040	67,050	69,181	73,210	80,811	84,217	86,961	90,795	95,755	99,600	17
18	55,068	59,681	61,863	64,160	66,849	68,890	71,024	75,233	83,105	86,571	89,392	93,398	98,507	102,494	18
19	57,322	62,143	64,314	66,617	69,306	71,360	73,523	77,966	86,117	89,712	92,605	96,760	102,015	106,194	19
20	59,623	64,663	66,839	69,131	71,820	73,895	76,079	80,776	89,339	92,922	95,980	100,221	105,560	109,791	20
21	62,819	68,144	70,333	72,612	75,301	77,407	79,624	84,657	93,757	97,296	100,530	105,088	110,736	115,281	21
22	66,140	71,759	73,940	76,223	78,922	81,053	83,304	88,696	98,326	102,017	105,388	110,097	115,922	120,628	22
23	69,447	75,358	77,539	79,838	82,530	84,696	86,983	92,711	102,894	106,722	110,243	115,115	121,085	125,960	23
24	72,755	78,969	81,157	83,444	86,143	88,342	90,647	96,735	107,486	111,434	115,115	120,146	126,262	131,253	24
25	76,664	83,232	85,408	87,693	90,390	92,631	94,980	101,497	112,852	116,925	120,769	125,940	132,235	137,411	25
26	80,577	87,494	89,668	91,966	94,657	96,926	99,310	106,237	118,208	122,405	126,420	131,743	138,200	143,522	26
27	84,484	91,758	93,936	96,228	98,917	101,231	103,645	110,993	123,594	127,899	132,052	137,562	144,158	149,642	27
28	88,982	96,655	98,833	101,123	103,808	106,170	108,636	116,463	129,730	134,176	138,486	144,147	150,894	156,541	28
29	93,480	101,549	103,736	106,018	108,713	111,109	113,617	121,931	135,902	140,449	144,927	150,732	157,641	163,442	29
30	98,221	106,718	108,898	111,183	113,878	116,325	118,878	127,689							30

SALARY SCHEDULE - 2020

SALARY SCHEDULE - 2020

1ST YR
START

GRADE	STEP	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12	STEP 13	GRADE
	A	B	C	D	E	F	G	H	I	J	K	L	M	N	
2	35,388	38,221	40,242	42,375	44,875	46,550	48,349	49,979	54,110	56,594	58,074	60,002	63,025	64,957	2
3	36,205	39,123	41,145	43,269	45,775	47,471	49,273	50,985	55,321	57,848	59,432	61,419	64,543	66,543	3
4	37,201	40,207	42,223	44,348	46,864	48,557	50,370	52,225	56,852	59,432	61,109	63,101	66,225	68,220	4
5	38,136	41,228	43,235	45,368	47,875	49,581	51,410	53,481	58,213	60,871	62,626	64,624	67,742	69,729	5
6	39,035	42,216	44,232	46,362	48,862	50,582	52,409	54,696	59,608	62,309	64,059	66,210	69,497	71,648	6
7	40,123	43,395	45,401	47,527	50,038	51,773	53,644	56,129	61,179	63,904	65,740	67,837	71,488	73,804	7
8	41,266	44,641	46,657	48,785	51,293	53,109	55,028	57,659	62,946	65,740	67,659	70,047	73,562	75,959	8
9	42,421	45,901	47,921	50,041	52,540	54,426	56,424	59,187	64,716	67,563	69,565	72,043	75,640	78,119	9
10	43,638	47,224	49,238	51,362	53,908	55,850	57,900	60,810	66,567	69,491	71,649	74,281	78,038	80,664	10
11	44,949	48,655	50,672	52,797	55,473	57,440	59,500	62,560	68,563	71,558	73,796	76,595	80,508	83,319	11
12	46,268	50,093	52,146	54,320	57,057	59,032	61,112	64,328	70,571	73,636	75,949	78,907	82,982	85,944	12
13	47,591	51,537	53,661	55,891	58,629	60,612	62,711	66,089	72,585	75,709	78,105	81,220	85,461	88,568	13
14	49,306	53,400	55,608	57,930	60,677	62,679	64,792	68,358	75,235	78,511	81,053	84,502	89,069	92,470	14
15	50,964	55,209	57,431	59,768	62,513	64,526	66,648	70,388	77,565	80,892	83,538	87,149	91,830	95,445	15
16	52,654	57,061	59,276	61,608	64,346	66,377	68,531	72,449	79,886	83,297	86,015	89,766	94,635	98,385	16
17	54,345	58,885	61,108	63,430	66,178	68,223	70,392	74,491	82,225	85,691	88,483	92,384	97,431	101,343	17
18	56,032	60,725	62,946	65,283	68,019	70,096	72,267	76,550	84,559	88,086	90,956	95,032	100,231	104,288	18
19	58,325	63,231	65,439	67,783	70,519	72,609	74,810	79,330	87,624	91,282	94,226	98,452	103,800	108,052	19
20	60,666	65,795	68,009	70,341	73,077	75,188	77,410	82,190	90,902	94,548	97,660	101,975	107,407	111,712	20
21	63,918	69,337	71,564	73,883	76,619	78,762	81,017	86,138	95,398	98,999	102,289	106,927	112,674	117,298	21
22	67,297	73,015	75,234	77,557	80,303	82,471	84,762	90,248	100,047	103,802	107,232	112,024	117,951	122,739	22
23	70,662	76,677	78,896	81,235	83,974	86,178	88,505	94,333	104,695	108,590	112,172	117,130	123,204	128,164	23
24	74,028	80,351	82,577	84,904	87,651	89,888	92,233	98,428	109,367	113,384	117,130	122,249	128,472	133,550	24
25	78,006	84,689	86,903	89,228	91,972	94,252	96,642	103,273	114,827	118,971	122,882	128,144	134,549	139,816	25
26	81,987	89,025	91,237	93,575	96,313	98,622	101,048	108,096	120,277	124,547	128,632	134,049	140,619	146,034	26
27	85,962	93,364	95,580	97,912	100,648	103,003	105,459	112,935	125,757	130,137	134,363	139,969	146,681	152,261	27
28	90,539	98,346	100,563	102,893	105,625	108,028	110,537	118,501	132,000	136,524	140,910	146,670	153,535	159,280	28
29	95,116	103,326	105,551	107,873	110,615	113,053	115,605	124,065	138,280	142,907	147,463	153,370	160,400	166,302	29
30	99,940	108,586	110,804	113,129	115,871	118,361	120,958	129,924							30

SALARY SCHEDULE - 2021

SALARY SCHEDULE - 2021

1ST YR
START

GRADE	STEP	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12	STEP 13	GRADE
	A	B	C	D	E	F	G	H	I	J	K	L	M	N	
2	36,096	38,985	41,047	43,223	45,773	47,481	49,316	50,979	55,192	57,726	59,235	61,202	64,286	66,256	2
3	36,929	39,905	41,968	44,134	46,691	48,420	50,258	52,005	56,427	59,005	60,621	62,847	65,834	67,874	3
4	37,945	41,011	43,067	45,235	47,801	49,528	51,377	53,270	57,989	60,621	62,331	64,363	67,550	69,584	4
5	38,899	42,053	44,100	46,275	48,833	50,573	52,438	54,551	59,377	62,068	63,879	65,916	69,097	71,124	5
6	39,816	43,060	45,117	47,289	49,839	51,594	53,457	55,790	60,800	63,555	65,340	67,534	70,887	73,081	6
7	40,925	44,263	46,309	48,478	51,039	52,808	54,717	57,252	62,403	65,182	67,055	69,194	72,918	75,280	7
8	42,091	45,534	47,590	49,761	52,319	54,171	56,129	58,812	64,205	67,055	69,012	71,448	75,033	77,478	8
9	43,269	46,819	48,879	51,042	53,591	55,515	57,552	60,371	66,010	68,914	70,956	73,484	77,153	79,681	9
10	44,511	48,168	50,223	52,389	54,986	56,967	59,058	62,026	67,898	70,881	73,082	75,767	79,599	82,277	10
11	45,848	49,628	51,685	53,853	56,582	58,589	60,690	63,811	69,934	72,989	75,272	78,127	82,118	84,985	11
12	47,193	51,095	53,189	55,406	58,198	60,213	62,334	65,615	71,982	75,109	77,468	80,485	84,642	87,663	12
13	48,543	52,568	54,734	57,009	59,802	61,824	63,965	67,411	74,037	77,223	79,667	82,844	87,170	90,339	13
14	50,292	54,468	56,720	59,089	61,891	63,933	66,088	69,725	76,740	80,081	82,674	86,192	90,850	94,319	14
15	51,983	56,313	58,580	60,963	63,763	65,817	67,981	71,796	79,116	82,510	85,209	88,892	93,667	97,354	15
16	53,707	58,202	60,462	62,840	65,633	67,705	69,902	73,898	81,484	84,963	87,735	91,561	96,528	100,353	16
17	55,432	60,063	62,330	64,699	67,502	69,587	71,800	75,981	83,870	87,405	90,253	94,232	99,380	103,370	17
18	57,153	61,940	64,205	66,589	69,379	71,498	73,712	78,081	86,250	89,848	92,775	96,933	102,236	106,374	18
19	59,492	64,496	66,748	69,139	71,929	74,061	76,306	80,917	89,376	93,108	96,111	100,422	105,876	110,213	19
20	61,879	67,111	69,369	71,748	74,539	76,692	78,958	83,834	92,720	96,439	99,613	104,015	109,555	113,946	20
21	65,196	70,724	72,995	75,361	78,151	80,337	82,637	87,861	97,306	100,979	104,335	109,066	114,927	119,644	21
22	68,643	74,475	76,739	79,108	81,909	84,120	86,457	92,053	102,048	105,878	109,377	114,264	120,310	125,194	22
23	72,075	78,211	80,474	82,860	85,653	87,902	90,275	96,220	106,789	110,762	114,415	119,473	125,668	130,727	23
24	75,509	81,958	84,229	86,602	89,404	91,686	94,078	100,397	111,554	115,652	119,473	124,694	131,041	136,221	24
25	79,566	86,383	88,641	91,013	93,811	96,137	98,575	105,338	117,124	121,350	125,340	130,707	137,240	142,612	25
26	83,627	90,806	93,062	95,447	98,239	100,594	103,069	110,258	122,683	127,038	131,205	136,730	143,431	148,955	26
27	87,681	95,231	97,492	99,870	102,661	105,063	107,568	115,194	128,272	132,740	137,050	142,768	149,615	155,306	27
28	92,350	100,313	102,574	104,951	107,738	110,189	112,748	120,871	134,640	139,254	143,728	149,603	156,606	162,466	28
29	97,018	105,393	107,662	110,030	112,827	115,314	117,917	126,546	141,046	145,765	150,412	156,437	163,608	169,628	29
30	101,939	110,758	113,020	115,392	118,188	120,728	123,377	132,522							30

EXHIBIT "A"

PETER A. BEE*
RICHARD P. READY
PETER M. FISHER
JAMES R. HATTER
THOMAS J. DONOVAN
KENNETH A. GRAY
JOSHUA M. JEMAL
DONALD J. FARINACCI
ROBERT CONNOLLY
ROBERT A. FISHER

OF COUNSEL

THOMAS V. PANTELIS
ROBERT G. LIPP (DECEASED)
ROBERT R. McMILLAN

* ALSO ADMITTED IN FL
** ALSO ADMITTED IN NJ

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ROBERT M. GOODSTEIN
PATRICK K. FOSTER
EVELYN F. GROSS
** JAMES N. FIORILLO
DANIEL J. SCHOR

September 20, 2010

CSEA Local 880
1580 Merrick Road
Merrick, NY 11566

Attn: Charles Sellitto, President

Dear Charlie:

As you know, the Town initially constructed the so-called "Tosner list" based on identifying employees having worked a minimum of 1600 hours in either 2008, 2007, or 2006. Once identified, such employees were "ranked" based on the number of contiguous years on which the 1600 hour minimum was reached. Ties were broken using employment dates in seniority order.

The CSEA concurred in the Town's construction of the initial list.

At the CSEA's request, the Town has now agreed to the following interpretation of the Collective Bargaining Agreement language concerning updates to the so-called "Tosner list."

Specifically, the parties hereto hereby agree that the methodology for prospectively promulgating the annual eligibility list of Town employees to be made full time shall include the interpretation that following the creation of the initial eligibility list, each year thereafter the list will be re-generated with all new additions to the list added to the bottom of the existing list. In other words, no one on the list shall have his/her position on the list reduced or lowered by the addition of new qualifying employees being placed on the list.

This countersigned letter shall constitute the parties mutual understanding of the interpretation of the language of the CBA.

Very truly yours,

Peter A. Bee

PAB:mgf
cc: William Sammon

Charles Sellitto

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NOTES



LOCAL 880 • TOWN OF HEMPSTEAD EMPLOYEES

CHARLES SELLITTO

President

THERESA KOHUTKA

Executive Vice President

MICHAEL ERRICO

First Vice President

PETER GIORDANO

Second Vice President

JOHN FLANAGAN

Third Vice President

MICHAEL B. JAMES

Fourth Vice President

ROBERT BOGACKI

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PATRICIA ACEVEDO - BRACE

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JO-ANN DELGADO

Treasurer

**Town of
Hempstead**



ANTHONY J. SANTINO - Supervisor

Council Members

DOROTHY L. GOOSBY

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ANTHONY P. D'ESPOSITO

EDWARD AMBROSINO

ERIN KING SWEENEY

DENNIS DUNNE, SR.

NASRIN G. AHMAD

Town Clerk

DONALD X. CLAVIN, JR.

Receiver of Taxes